

Exhibit

A

COMPREHENSIVE CASE INFORMATION SYSTEM

Jeffrey M. Bussell, Clerk of the Circuit Court



"Providing efficient customer service through the use of technology and increasing access to the courts is at the heart of what we do."

ORANGE COUNTY

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Case Number	Filed Date	County	Case Type	Status	Contested	Jury Trial
482007CA010062A0010X [2007-CA-010062-Q]	08/20/2007	ORANGE		Reclosed	No	No
Party Name		Party Type		Attorney	Bar ID	
<input type="checkbox"/>						
<input checked="" type="checkbox"/>	LEBLANC, BOB	JUDGE				
<input checked="" type="checkbox"/>	LEBLANC, BOB	JUDGE AT DISPOSITION				
<input checked="" type="checkbox"/>	HERMAN, PATRICIA K ESQ	ATTORNEY				
<input checked="" type="checkbox"/>	ARROYAVE, NILDA ALEJANDRA ESQ	ATTORNEY				
<input checked="" type="checkbox"/>	CONVERSION	UNKNOWN				
<input checked="" type="checkbox"/>	STONE, JEFF A ESQ	ATTORNEY				
<input checked="" type="checkbox"/>	UNKNOWN SPOUSE OF PATRICIA K H	DEFENDANT				
<input checked="" type="checkbox"/>	GARCIA, MAURICIO ESQ	ATTORNEY				
<input checked="" type="checkbox"/>	DOE, JANE	DEFENDANT				
<input checked="" type="checkbox"/>	DOE, JOHN	DEFENDANT				
Dockets						
Page : 1						
Image	Doc #	Action Date	Description	Pages		
	329	10/09/2018	Motion to Compel DEPOSITION OF COUNTER DEFENDATN S CORPORATE REPRESENTATIVE	20		
	328	10/09/2018	Petition or Motion to Strike COUNTER DEFENDANT S RESPONSES TO REQUEST FOR PRODUCTION AND UNVERIFIED INTERROGATORY RESPONSES DATED OCTOBER 8, 2018 AND COMPEL DISCOVERY RESPONSES by PATRICIA K. HERMAN	4		
	327	10/08/2018	Response to Request to Produce	13		
	326	10/08/2018	Petition or Motion to Strike COUNTER DEFENDANT S RESPONSES TO REQUEST FOR ADMISSIONS	4		
	325	10/08/2018	Notice of Service of Answers to Interrogatories	2		
	324	10/08/2018	Response to Request for Admissions	5		
	323	10/02/2018	Order Denying Counter-Pliffs Emergency Motion to Stay Sale	1		
	322	09/26/2018	Objection TO COUNTER DEFENDANT OCWEN LOAN SERVICING, LLC S MOTION FOR ADDITIONAL EXTENSION OF	22		

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ALL

321	09/26/2018	TIME TO RESPOND TO DISCOVERY	1
320	09/24/2018	Notice for Trial Non-Jury sent to Judge	3
319	09/18/2018	Motion for Enlargement/Extension of Time TO RESPOND TO DISCOVERY COUNTER DEFENDANT OCWEN LOAN SERVICING LLC	2
318	09/10/2018	Court Minutes	3
317	09/10/2018	Motion for Enlargement/Extension of Time TO RESPOND TO DISCOVERY BY Counter-Defendant, Ocwen Loan Servicing, LLC	1
316	09/07/2018	Notice of Hearing SEPTEMBER 18, 2018 @8:30 A.M.	4
315	09/04/2018	Motion to Stay SALE	5
314	09/04/2018	Final Judgment	3
313	08/23/2018	Amended Final Judgment	4
312	08/14/2018	Motion for Enlargement/Extension of Time TO RESPOND TO DISCOVERY	6
311	08/14/2018	Petition or Motion to Strike REDUNDANT IMMATERIAL IMPERTINENT OR SCANDALOUS MATTER FROM COUNTER DEFT'S ANSWER AND AFFIRMATIVE DEFENSES	47
310	08/14/2018	Petition or Motion to Strike COUNTER DEFENDANT'S AFFIRMATIVE DEFENSES	16
309	07/31/2018	Reply to Affirmative Defenses COUNTER PLAINTIFF	2
308	07/24/2018	Answer to Counter Claim/Petition (answer to second amended counter claim)	1
307	07/18/2018	Notice Appearance of Counsel AS CO-COUNSEL FOR COUNTER DEFENDANTAND DESIGNATION OF EMAIL ADDRESSES	2
306	07/17/2018	Notice of Hearing November 8, 2018 at 1:30 p.m. Room 2000.02	42
305	07/12/2018	Motion for Enlargement/Extension of Time	3
304	07/12/2018	Motion for Summary Judgment COUNTER PLAINTIFF S MOTION FOR PARTIAL SUMMARY JUDGMENT	2
303	07/11/2018	Request for Admissions	2
302	07/11/2018	Copy or Copies ORDER ON COUNTER PLTFS MOTION TO VACATE FINAL JUDGMENT AND CANCEL SALE	2
301	07/11/2018	Order Granting Motion to Amend (Second Amended Counterclaim)	2
300	07/09/2018	Order on Counter Pltfs Motion for Temporary Injunction Against Counter Deft (No Action Taken)	1
299	07/06/2018	Proof of Publication Notice of Sale / July 17, 2018 at 11:00 am	2
298	07/04/2018	Order Counter Pltfs Motion to Vacate Final Judgment & Cancel Sale is Granted in PART Sale Date 7/17/18 is Cancelled	1
297	07/04/2018	Amended Notice of Hearing at 1:45 p.m. on Friday, July, 6, 2018,	49
296	06/28/2018	Motion FOR LEAVE TO FILE SECOND AMENDED COUNTER CLAIM (cc emergency motion to judge 07/05/18)	1
295	06/28/2018	Notice of Hearing at 1:45 p.m. on Friday, July, 6, 2018	2
294	06/26/2018	Court Minutes	1
293	06/26/2018	Notice of Hearing June 28, 2018,	4
292	06/26/2018	Motion for Protective Order PATRICIA K. HERMAN,	2
291	06/25/2018	Order Denying Counter-Pltff Verified Emergency Motion for a Temporary Injunction Against Counter-Deft W/O Prejudice	6
290	06/25/2018	Interrogatories	1
289	06/25/2018	Notice of Service of Interrogatories	3
288	06/25/2018	Request to Produce	4
287	06/21/2018	Motion for Protective Order	3
		Notice of Sale 7/17/18 (\$70.00 post sale fee paid)	

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286	06/18/2018	Motion to Set Aside Judgment ENTERED JULY 19, 2017 AND CANCEL FORECLOSURE SALE SET FOR JULY 17, 2018	5
285	06/14/2018	Order Rescheduling Sale to 7/17/18	2
284	06/12/2018	Motion to Reschedule Sale	3
283	04/03/2018	Notice of Unavailability	2
282	10/13/2017	Order to Cancel Sale	2
281	10/09/2017	Motion to Cancel Sale for October 19 2017 - by plaintiff	4
280	10/05/2017	Proof of Publication	1
279	10/03/2017	Correspondence from Brock & Scott PLLC to Clerk (no attachment)	1
278	09/21/2017	Notice of Sale on 10/19/17 at 11am	2
277	07/31/2017	Order Granting Motion to Amend counter pltf's motion for order directing Clerk to change case style	2
276	07/19/2017	Notice of Filing ATTORNEY WORKSHEET FOR FORECLOSURE TRIAL DIVISION 40	4
275	07/19/2017	Final Judgment	4
274	07/19/2017	Final Judgment	2
273	07/19/2017	Final Disposition Form	1
272	07/19/2017	Court Minutes	2
271	07/18/2017	Order for Continuance Denied NON JURY TRIAL, DEFT-COUNTERPLTF EXHIBITS AND WITNESSES ARE STRICKEN AS UNTIMELY	2
270	07/18/2017	Voluntary Dismissal	2
269	07/18/2017	Notice Appearance of Counsel	8
268	07/18/2017	Original Note CANCELED	2
267	07/18/2017	Voluntary Dismissal OF COUNTS II, V, AND VII OF THE AMENDED COUNTER CLAIM	1
266	07/18/2017	Court Minutes	2
265	07/17/2017	Affidavit of Attorney's Fees	2
264	07/17/2017	Affidavit of Attorney's Fees	2
263	07/17/2017	Notice of Filing NO ATTACHMENT	2
262	07/17/2017	Petition or Motion to Strike NOTICE OF HEARING AND CANCEL UNILATERALLY SCHEDULED HEARING FOR JULY 18, 2017	6
261	07/17/2017	Lis Pendens	2
260	07/16/2017	Subpoena Returned Served CUSTODIAN OF RECORDS C/O FIDELITY NATIONAL TITLE OF FLORIDA INC	3
259	07/14/2017	Notice of Hearing 07/18/2017 8:30AM	23
258	07/14/2017	Notice SUBPOENA DUCES TECUM FOR TRIAL issued by attorney against Maureen Nations	2
257	07/11/2017	Notice SUBPOENA DUCES TECUM FOR TRIAL ISSUED BY ATTORNEY AGAINST CUSTODIAN OF RECORDS	2
256	07/10/2017	Witness and Exhibit List (Amended Trial)	5
255	07/09/2017	Petition or Motion to Strike Patricia Herman's emergency motion to strike notice of hearing and cancel unilaterally scheduled hearing for July 10, 2017	11
254	07/05/2017	Request to Produce trial exhibit to counter plaintiff	2
253	07/05/2017	Witness List	2
252	07/03/2017	Notice of Hearing 07/10/2017 8:30AM	2
251	07/03/2017	Motion for Continuance non jury trial set for July 19, 2017	4

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250	06/28/2017	Witness and Exhibit List	4
249	06/28/2017	Witness and Exhibit List	2
248	06/12/2017	Motion to Dismiss with Mediation (Pliffs)	2
247	06/09/2017	Notice of Hearing 7/10/2017 830AM	2
246	06/06/2017	Motion to Amend Complaint to Add Party Defendants- OCWEN Loan Servicing, LLC	18
245	05/26/2017	Order excusing deft from attending the non-jury trial scheduled for 7/19/17	1
244	05/22/2017	Notice ATTORNEY WORKSHEET FOR FORECLOSURE TRIAL	2
243	05/19/2017	Motion to excuse deft from attending the non-jury trial scheduled for 7/19/17 2:30	2
242	05/18/2017	Certificate of Mailing	8
241	05/18/2017	Certificate of Mailing	7
240	05/18/2017	Witness and Exhibit List	5
239	05/11/2017	Order for Non Jury Trial 7/19/17 @ 2:30 Pm	7
238	05/01/2017	Notice for Trial (Sent to Judge)	2
237	04/28/2017	Notice Appearance of Counsel AND DIRECTIONS TO CLERK TO UPDATE ATTORNEY INFORMATION	2
236	02/14/2017	Order on Plaintiff's Motion to Place Case on Active Status, Motion to Substitute Party pltf and Motion to Sever Counterclaims	2
235	02/14/2017	Order Placing Case on Active Status	3
234	02/14/2017	Court Minutes	1
233	01/11/2017	Notice of Hearing 2/14/2017 8:30am	2
232	01/04/2017	Motion TO PLACE CASE ON ACTIVE STATUS, MOTION TO SUBSTITUTE PARTY PLAINTIFF AND MOTION TO SEVER COUNTERCLAIMS; BY GMAC MORTGAGE LLC	7
231	12/20/2016	Notice of Unavailability	2
230	10/24/2016	Suggestion - Notice of Bankruptcy and Auto Stay as to GMAC Mortgage LLC Bk# 12-12020(MG)	7
229	09/23/2016	Order Denying patricia's motion to remove case from inactive status	1
228	09/14/2016	Notice of Hearing [9/23/2016 @ 10:00 am]	2
227	08/18/2016	Notice Appearance of Counsel	2
226	07/12/2016	Mail Returned - Not Delivered	3
225	07/01/2016	Notice Appearance of Counsel	2
224	06/02/2016	Order Setting Hearing 9/23/16 at 10 am	2
223	10/15/2015	Motion for Case Management Conference (GREENBROOK VILLAS AT ERROL ESTATES CONDOMINIUM ASSOCIATION)	2
222	05/12/2015	Notice Appearance of Counsel	2
221	12/31/2014	Notice Appearance of Counsel	2
220	08/29/2014	Returned Mail	3
219	08/17/2014	Motion TO REMOVE CASE FROM INACTIVE STATUS	3
218	08/15/2014	Order Placing Case on Inactive Status	2
217	08/11/2014	Notice of Hearing 08/18/14 @ 8:30am	2
216	07/31/2014	Court Minutes	1
215	07/02/2014	Order Setting Case Management Conference 7/31/14 9:00a	3

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214	06/27/2014	Court Minutes	1
213	06/27/2014	Notice of Bankruptcy Status	6
212	06/23/2014	Interrogatories	8
211	06/23/2014	Notice of Service of Interrogatories	2
210	06/22/2014	Motion for Sanctions PATRICIA K. HERMAN	8
209	06/22/2014	Motion for Substitution of Party PATRICIA K. HERMAN	3
208	04/23/2014	Order on Motion for Substitution of Counsel	2
207	04/23/2014	Letter	1
206	04/18/2014	Stipulation FOR SUBSTITUTION OF COUNSEL - GMAC MORTGAGE, LLC	2
205	04/18/2014	Exhibit(s)	8
204	04/18/2014	Exhibit(s)	1
203	04/18/2014	Motion FOR SUBSTITUTION OF COUNSEL - GMAC MORTGAGE, LLC	3
202	04/18/2014	Stipulation FOR SUBSTITUTION OF COUNSEL	2
201	04/18/2014	Exhibit(s) OCWEN LOAN SERVICING, LLC TRANSFERRED FROM PHELAN HALLINAN PLC TO BROCK SCOTT, PLLC	8
200	04/18/2014	Consent TO SUBSTITUTION OF COUNSEL	1
199	04/18/2014	Petition or Motion for Substitution of Counsel	3
198	04/18/2014	Stipulation FOR SUBSTITUTION OF COUNSEL	2
197	04/18/2014	Exhibit(s)	8
196	04/18/2014	Consent	1
195	04/18/2014	Motion FOR SUBSTITUTION OF COUNSEL - GMAC MORTGAGE, LLC	3
194	04/09/2014	Returned Mail	4
193	04/09/2014	Returned Mail	
192	04/09/2014	Returned Mail	
191	04/09/2014	Returned Mail	
190	04/09/2014	Returned Mail	
189	04/09/2014	Returned Mail	
188	04/09/2014	Returned Mail	
187	04/09/2014	Returned Mail	
186	04/09/2014	Returned Mail	
185	04/09/2014	Returned Mail	
184	04/09/2014	Returned Mail	
183	04/07/2014	Notice Appearance of Counsel	2
182	03/26/2014	Order Setting Case Management Conference 6/27/2014 @ 1:30PM AND HEARING ON ALL PENDING MOTIONS	3
181	02/24/2014	Notice of Change of Contact Telephone Numbers	2
180	01/21/2014	Motion for Case Management Conference Greenbrook Villas at Errol Estate Condominium Association, Inc.	2
179	10/22/2013	Suggestion of Bankruptcy	5
178	10/22/2013	Response in Opposition to Patricia's Motion for Attorney's Fees	25
177	10/22/2013	Suggestion - Notice of Bankruptcy and Auto Stay	

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176	04/21/2013	Notice of Unavailability not signed	2
175	03/25/2013	Response in Opposition to PATRICIA HERMAN'S MOTION FOR ATTORNEY'S FEES AND COSTS	5
174	02/28/2013	Motion DEFENDANT'S MOTION FOR ATTORNEY'S FEES AND COSTS	3
173	02/12/2013	Notice of Unavailability NOTICE OF UNAVAILABILITY	3
172	02/05/2013	Order of Dismissal	2
171	02/05/2013	Order of Dismissal sent to rec on 2.5.2013	
170	01/29/2013	Suggestion of Bankruptcy	24
169	01/29/2013	Suggestion - Notice of Bankruptcy and Auto Stay AMENDED Suggestion/Notice of Bankruptcy and Auto Stay Sent to Rec on 1/30/13	
168	01/29/2013	Notice of Dismissal	3
167	01/29/2013	Notice of Voluntary Dismissal OF DEFENDANT PATRICIA K. HERMAN ONLY; Sent to Rec on 1/30/13	1
166	09/14/2012	Notice Appearance of Counsel NOTICE APPEARANCE OF COUNSEL	2
165	09/06/2012	Notice of Designation of Email Address Notice of Designation of Email Address	3
164	08/28/2012	Notice of Designation of Email Address	25
163	08/24/2012	Suggestion of Bankruptcy	1
162	08/24/2012	Letter	2
161	08/06/2012	Lis Pendens Lis Pendens	2
160	08/03/2012	Notice of Hearing NOTICE OF HEARING	3
159	07/31/2012	Order Denying Plaintiffs Motion Motion For Summary Judgment	1
158	07/23/2012	Letter	5
157	07/17/2012	Motion for Final Judgment AMENDED Motion for Final Judgment	5
156	07/12/2012	Affidavit in Opposition Affidavit in Opposition	54
155	06/28/2012	Notice of Filing Settlement Documents Part 2 of 2	50
154	06/28/2012	Notice of Filing settlement documents- part 1 of 2	2
153	06/27/2012	Notice of Filing SETTLEMENT/CLOSING DOCUMENTS EXECUTED FEBRUARY 25, 2000	59
152	05/18/2012	Notice of Hearing 7/16/12 @ 10 am	2
151	05/16/2012	Notice Cancellation of Hearing	23
150	05/07/2012	Notice of Hearing part 2 of 2	38
149	05/07/2012	Notice of Hearing 6/27/12 @ 11 am with copy of motion part 1 of 2	2
148	04/29/2012	Notice of Unavailability NOTICE OF UNAVAILABILITY	2
147	04/19/2012	Motion to Compel	2
146	01/19/2012	Motion For Case Status Conference	2
145	12/08/2011	Notice of Unavailability NOTICE OF UNAVAILABILITY	1
144	11/10/2011	Notice Cancellation of Hearing 11/09/2011 @ 10 am	1
143	11/09/2011	Notice Cancellation of Hearing 11/9/11 10:00 am	2
142	11/08/2011	Notice of Filing ELECTRONIC CORRESPONDENCE DATED NOVEMBER 4, 2011 AND NOVEMBER 7, 2011 - ATTACHMENT	1
141	11/08/2011	Notice of Filing ELECTRONIC CORRESPONDENCE DATED NOVEMBER 4, 2011 AND NOVEMBER 7, 2011	14
140	11/03/2011	Letter	

139	10/31/2011	Motion for Contempt enforcement	7
138	10/31/2011	Notice of Conflict and Motion to Strike Notice of Unilaterally Scheduled Hearing	6
137	10/31/2011	Motion for Contempt	7
136	10/31/2011	Notice of Conflict and motion to strike notice of unilaterally scheduled hearing	6
135	10/19/2011	Notice of Hearing 11/9/11 10:00 am	2
134	04/18/2011	Notice Appearance of Counsel	2
133	04/18/2011	Letter from Kerry Keane, Bradley Arant Boult Cummings, LLP	1
132	02/28/2011	Notice of Unavailability	2
131	02/24/2011	Order on Motion for Substitution of Counsel	1
130	02/24/2011	Notice Appearance of Counsel	2
129	02/22/2011	Stipulation for Substitution of Counsel	2
128	02/22/2011	Notice	1
127	11/18/2010	Notice of Unavailability of Defs atty from 11/25 thru 12/5 & 12/22 thru 1/9/11	2
126	07/22/2010	Order on Motion for Substitution of Counsel	1
125	07/15/2010	Stipulation for Substitution of Counsel	3
124	07/15/2010	Letter Elizabeth B. Eaton	1
123	05/12/2010	Notice of Unavailability Patricia K. Herman, Esq.	2
122	05/12/2010	Notice of Unavailability Patricia K. Herman, Esq.	2
121	05/11/2010	Motion for Summary Judgment Motion for Summary Judgment	1
120	05/11/2010	Exhibits in Support of Exhibit in Support of MOTION FOR SUMMARY JUDGMENT - EXHIBIT 3 - AFFIDAVIT OF INDEBTEDNESS	1
119	05/11/2010	Exhibits in Support of Exhibit in Support of MOTION FOR SUMMARY JUDGMENT - EXHIBIT 2, NOTE	1
118	05/11/2010	Exhibits in Support of Exhibit in Support of MOTION FOR SUMMARY JUDGMENT - EXHIBIT 1, MORTGAGE	1
117	11/25/2009	Notice of Unavailability Patricia K. Herman 12/16/09-01/05/10;01/08/-01/31/10	2
116	07/21/2009	Motion to Compel	2
115	04/21/2009	Notice of Unavailability	2
114	03/31/2009	Certificate of Service of Answer Interrogatories Certificate of Service of Answer Interrogatories VERIFIED ANSWERS TO INTERROGATORIES	1
113	03/25/2009	Certificate of Service of Answer Interrogatories Certificate of Service of Answer Interrogatories PLAINTIFF'S UNVERIFIED ANSWERS TO INTERROGATORIES	1
112	03/17/2009	Order on Motion for Substitution of Counsel	3
111	03/11/2009	Minutes Hearing	1
110	03/09/2009	Memorandum Memorandum IN RESPONSE TO ORDER TO SHOW CAUSE AND MOTION FOR ENTRY OF DEFAULT FINAL JUDGMENT	1
109	03/09/2009	Exhibits in Support of Exhibit in Support of EXHIBIT F	1
108	03/09/2009	Exhibits in Support of Exhibit in Support of EXHIBIT E	1
107	03/09/2009	Exhibits in Support of Exhibit in Support of EXHIBIT C	1
106	03/09/2009	Exhibits in Support of Exhibit in Support of EXHIBIT B	1
105	03/09/2009	Exhibits in Support of Exhibit in Support of EXHIBIT A	1

104	03/09/2009	Exhibits in Support of Exhibit in Support of EXHIBIT D	1
103	03/09/2009	Answer to Counter Claim/Petition Answer to Counter Claim/Petition AND DEFENSES	1
102	03/06/2009	Order on Motion for Substitution of Counsel OBO PLTF	3
101	03/06/2009	Notice of Hearing	2
100	03/04/2009	Order on Motion for Substitution of Counsel for plaintiff	1
99	03/03/2009	Minutes Hearing	1
98	02/23/2009	Amended Notice of Hearing	1
97	02/20/2009	Order on Motion for Substitution of Counsel for plaintiff	3
96	02/20/2009	Notice of Hearing	2
95	02/18/2009	Interrogatories Interrogatories DEFT'S 1ST INTERROGATORIES TO PLTF	1
94	02/18/2009	Motion for Default Motion for Default PATRICKIA K HERMAN, MOTION FOR DEFAULT FINAL JUDGMENT	1
93	02/18/2009	Notice of Service of Interrogatories Notice of Service of Interrogatories NOTICE OF SERVICE OF DEFT'S INTERROGATORIES TO PLTF	1
92	02/18/2009	Request to Produce Request to Produce DEFT'S REQUEST TO PRODUCE TO PLTF	1
91	01/20/2009	Petition or Motion to Extend Time Petition/Motion to Extend Time COUNTER DEFENDANT'S MOTION FOR EXTENSION OF TIME TO RESPOND TO COUNTERCLAIM	1
90	12/29/2008	Order Denying	1
89	12/29/2008	Letter Letter LETTER FILED FROM ATTORNEY PATRICIA HERMAN	1
88	12/29/2008	Order Denying Order Denying ORDER DENYING PLTF MOTION TO DISMISS DEFT PATRICIA K HERMANS COUNTERCLAIM	1
87	12/23/2008	Letter Letter 2ND LETTER FILED FROM CLERK TO PATRICIA HERMAN FOR COUNTERCLAIM FEE	1
86	12/16/2008	Letter Letter LETTER FILED FROM CLERK TO PATRICIA HERMAN FOR COUNTERCLAIM FEE (SEE CLERK'S NOTES REGARDING FEE)	1
85	12/15/2008	Answer & Affirmative Defenses Answer & Affirmative Defenses AMENDED ANSWER & AFFIRMATIVE DEFENSES TO PLAINTIFF'S COMPLAIN FOR FORECLOSURE AND COUNTERCLAIM	1
84	12/15/2008	Court Minutes Court Minutes MINUTES HEARING	1
83	10/20/2008	Notice of Hearing Notice of Hearing NOTICE OF HEARING * 12/15/2008 11:45 A.M.	1
82	08/11/2008	Voluntary Dismissal	1
81	08/11/2008	Voluntary Dismissal Voluntary Dismissal CROSS PLAINTIFF VOLUNTARY DISMISSAL ITS CROSS COMPLAINT WITHOUT PREJUDICE AGAINST GREENBROOK VILLAS AT ERROL ESTATE (ORIGINAL COMPLAINT AND COUNTERCLAIM STILL PENDING)	1
80	08/06/2008	Court Minutes Court Minutes MINUTES HEARING	1
79	08/06/2008	Motion to Dismiss Motion to Dismiss CROSS DEFT GREENBROOK'S MOTION TO DISMISS AND/OR STRIKE (FAX)	1
78	07/24/2008	Court Minutes Court Minutes MINUTES HEARING	1
77	07/22/2008	Notice Cancellation of Hearing Notice of Cancellation of Hearing NOTICE CANCELLATION OF HEARING 07/25/2008 AT 915AM	1
76	07/22/2008	Court Minutes Court Minutes MINUTES HEARING	1
75	07/21/2008	Order Setting Aside Default Order Setting Aside Default ORDER ON PLTF/COUNTER DEFT'S MOTION TO VACATE DEFAULT IS GRANTED	1
74	07/14/2008	Notice of Hearing Notice of Hearing NOTICE OF HEARING 07/25/08 @ 9:15AM	1
73	07/14/2008	Notice of Hearing Notice of Hearing CROSS NOTICE OF HEARING 07/21/08 @ 9:15	1
72	07/11/2008	Notice of Hearing Notice of Hearing CROSS NOTICE OF HEARING 07/21/2008 AT 915AM SENT VIA FAX	1

71	07/11/2008	Notice of Hearing Notice of Hearing NOTICE OF HEARING * 07/25/2008 09:15 A.M. SENT VIA FAX	1
70	07/10/2008	Motion to Vacate Motion to Vacate AMENDED MOTION TO VACATE DEFAULT	1
69	07/10/2008	Amended Notice of Hearing Amended Notice of Hearing AMENDED NOTICE OF HEARING 07/21/08 @ 9:15AM	1
68	07/02/2008	Notice of Change of Address Notice of Change of Address NOTICE OF CHANGE OF ADDRESS	1
67	07/02/2008	Notice of Hearing Notice of Hearing NOTICE OF HEARING * 07/21/2008 09:15 A.M.	1
66	06/27/2008	Motion to Dismiss Motion to Dismiss MOTION TO DISMISS COUNTERCLAIM	1
65	06/23/2008	Motion to Vacate Motion to Vacate COUNTER-DEFENDANT MOTION TO VACATE DEFAULT	1
64	06/20/2008	Notice of Hearing Notice of Hearing NOTICE OF HEARING * 07/01/2008 08:45 A.M.	1
63	06/20/2008	Motion for Final Judgment Motion for Final Judgment COUNTER/CROSS PLTFS MOTION FOR ENTRY OF DEFAULT FINAL JUDGMENT	1
62	06/19/2008	Motion for Final Judgment Motion for Final Judgment COUNTER/CROSS PLTFS MOTION FOR ENTRY OF DEFAULT FINAL JUDGMENT WITH ATTACHED EXHIBIT	1
61	06/18/2008	Notice of Hearing Notice of Hearing NOTICE OF HEARING * 08/06/2008 10:30 A.M.	1
60	06/10/2008	Motion for Default Motion for Default MOTION FOR DEFAULT AS TO COUNTER DEFT (GMAC MORTGAGE LLC SUCCESSOR BY MERGER TO GMAC MORTGAGE CORPORATION)	1
59	06/10/2008	Default Entered by the Clerk Default Entered by the Clerk DEFAULT ENTERED BY THE CLERK (COUNTER DEFT GMAC MORTGAGE LLC SUCCESSOR BY MERGER TO GMAC MORTGAGE CORPORATION)	1
58	06/04/2008	Motion to Dismiss Motion to Dismiss CROSS DEFT GREENBROOK VILLAS AT ERROL ESTATE CONDO ASSOC INC MOTION TO DISMISS CROSS PLTF PATRICIA HERMAN CROSS CLAIM FOR INDEMNIFICATION	1
57	05/30/2008	Motion to Dismiss Motion to Dismiss CROSS DEFT GREENBROOK VILLAS AT ERROL ESTATES CONDOMINIUM MOTION TO DISMISS AND/OR STRIKE WITH ATTCHMT	1
56	05/30/2008	Letter Letter LETTER FILED TO CLERK DANA BROXTERMAN	1
55	05/29/2008	Notice of Change of Address Notice of Change of Address COUNSEL OF RECORD NOTICE OF CHANGE OF ADDRESS AND CONTACT TELEPHONE	1
54	05/29/2008	Notice of Unavailability Notice of Unavailability NOTICE OF NON-AVAILABILITY FROM 05/30 TO 06/23/08	1
53	05/28/2008	Summons Returned Summons Returned 20 DAY SUMMONS SRVD [05/19/2008] AS TO GMAC MORTGAGE LLC	1
52	05/20/2008	Summons Returned Summons Returned 20 DAY SUMMONS SRVD [5/16/2008] AS TO GREENBROOK VILLAS AT ERROL ESTATE CONDOMINIUM ASSOC., INC.	1
51	05/15/2008	Order Denying	1
50	05/15/2008	Order Denying Order Denying ORDER DENYING PLAINTIFF'S MOTION FOR FINAL SUMMARY JUDGEMENT OF FORECLOSURE AND TAXATION OF ATTORNEY'S FEES AND COSTS	1
49	05/15/2008	Letter Letter LETTER FILED TO JUDGE FROM PATRICIA K. HERMAN, ESQ	1
48	05/14/2008	Cross Claim Summons Issued Cross Claim Summons Issued CROSS CLAIM SUMMONS ISSUED AS TO GMAC MORTGAGE LLC (COUNTER DEFENDANT) ORIG HANDED TO ABLE 2 PROCESS SERVICE	1
47	05/14/2008	Cross Claim Summons Issued Cross Claim Summons Issued CROSS CLAIM SUMMONS ISSUED AS TO GREENBROOK VILLAS AT ERROL ESTATE CONDOMINIUM ASSOCIATION INC (CROSS DEFENDANT) ORIG HANDED TO ABLE 2 PROCESS	1
46	03/28/2008	Letter Letter LETTER TO JUDGE FROM KIM F STEVENS ESQ	1
45	03/28/2008	Letter Letter LETTER FILED TO CLERK FROM GIGI PASDEO	1
44	03/28/2008	Per the Court: Free ORIGINAL NOTE & MORTGAGE	1
43	03/28/2008	Final Disposition Form Final Disposition Form FINAL DISPOSITION FORM	1
42	03/24/2008	Notice Appearance of Counsel Notice Appearance of Counsel NOTICE OF APPEARANCE OF COUNSEL PATRICIA K HERMAN ESQ ON BEHALF OF PATRICIA K HERMAN FAX Answer & Affirmative Defenses Answer & Affirmative Defenses DEFENDANT'S PATRICIA K HERMAN ANSWER &	1

41	03/24/2008	1	AFFIRMATIVE DEFENSES TO PLAINTIFF'S COMPLAINT FOR FORECLOSURE AND COUNTER PLAINTIFF'S PATRICIA K HERMAN COUNTERCLAIM FOR UNFAIR AND DECEPTIVE ACTS AND PRACTICES IN VIOLATION OF FLORIDA STATUTE CHAPTER 501 VIOLATION OF MORTGAGE LENDER LAWS FLORIDA STATUTE CHAPTER 494 BREACH OF REINSTATEMENT AGREEMENT VIOLATION OF CONTRACT CONTINUING BREACH OF
40	03/24/2008	1	Answer & Affirmative Defenses Answer & Affirmative Defenses DEFENDANT'S PATRICIA K HERMAN ANSWER & AFFIRMATIVE DEFENSES TO PLAINTIFF'S COMPLAINT FOR FORECLOSURE AND COUNTER PLAINTIFF'S PATRICIA K HERMAN COUNTERCLAIM FOR UNFAIR AND DECEPTIVE ACTS AND PRACTICES IN VIOLATION OF FLORIDA STATUTE CHAPTER 501 VIOLATION OF MORTGAGE LENDERS LAWS FLORIDA STATUTE CHAPTER 494 BREACH OF REINSTATEMENT AGREEMENT VIOLATION OF CONTRACT CONTINUING BREACH OF
39	03/24/2008	6	Notice Appearance of Counsel Notice Appearance of Counsel NOTICE OF APPEARANCE OF COUNSEL PATRICIA K HERMAN ESQ ON BEHALF OF PATRICIA K HERMAN
38	03/24/2008	1	Affidavit in Opposition Affidavit in Opposition AFFIDAVIT OF PATRICIA K HERMAN IN OPPOSITION TO THE PLAINTIFF'S MOTION FOR FINAL SUMMARY JUDGMENT OF FORECLOSURE AND TAXATION OF ATTORNEY'S FEES AND COSTS
37	03/03/2008	1	Notice of Hearing Notice of Hearing NOTICE OF HEARING * 03/27/2008 09:00 A.M.
36	03/03/2008	1	Letter Letter LETTER FILED TO CLERK FROM GIGI BASDEO
35	02/13/2008	1	Affidavit of Time Affidavit of Time AFFIDAVIT OF TIME
34	02/13/2008	1	Affidavit of Attorney's Fees Affidavit of Attorney's Fees AFFIDAVIT OF ATTORNEY'S FEES
33	02/13/2008	1	Affidavit of Costs Affidavit of Costs AFFIDAVIT OF COSTS
32	02/13/2008	1	Affidavit in Support Affidavit in Support AFFIDAVIT IN SUPPORT OF MOTION FOR SUMMARY JUDGMENT
31	02/13/2008	1	Motion for Summary Judgment Motion For Summary Judgment MOTION FOR SUMMARY FINAL JUDGMENT OF FORECLOSURE AND TAXATION OF ATTY'S FEES AND COSTS BY GMAC MORTGAGE LLC SBM
30	02/13/2008	1	Proof of Publication Proof of Publication PROOF OF PUBLICATION PATRICIA K HERMAN UNKNOWN SPOUSE OF PATRICIA K HERMAN 12/7 12/14
29	02/13/2008	1	Notice of Filing Notice of Filing PLTF NOTICE OF FILING NOTICE OF ACTION
28	02/13/2008	1	Letter Letter LETTER FILED FROM ATTORNEY OYEBIMPE OYEWALE (PARALEGAL)
27	01/10/2008	1	Letter Letter LETTER FILED TO ATTY CANNOT ENTER DEFAULT NO PROOF OF PUBLICATION AS TO PATRICIA K HERMAN AND UNKNOWN SPOUSE OF PATRICIA K HERMAN
26	01/10/2008	1	Default Entered by the Clerk Default Entered by the Clerk DEFAULT ENTERED BY THE CLERK AS TO ERROL ESTATE PROPERTY OWNERS ASSOCIATION INC
25	01/04/2008	1	Affidavit of Non Military Service Affidavit of Non Military Service AFFIDAVIT OF NON MILITARY SERVICE
24	01/04/2008	1	Motion for Default Motion for Default MOTION FOR DEFAULT
23	01/04/2008	1	Notice of Dropping Parties Notice of Dropping Parties NOTICE OF DROPPING PARTIES WITHOUT PREJUDICE AS TO JOHN & JANE DOE
22	11/28/2007	1	Certificate of Mailing Certificate of Mailing CERTIFICATE OF MAILING OF NOTICE OF ACTION AS TO PATRICIA K HERMAN & UNKNOWN SPOUSE OF PATRICIA K HERMAN
21	11/28/2007	1	Notice of Action Issued Notice of Action Issued NOTICE OF ACTION ISSUED AS TO PATRICIA K HERMAN & UNKNOWN SPOUSE OF PATRICIA K HERMAN 1 COPY TO ATTY/1 COPY TO APOPKA CHIEF
20	11/13/2007	1	Affidavit Affidavit AFFIDAVIT OF DUE AND DILIGENT SEARCH FOR SERVICE BY PUBLICATION AS TO PATRICIA K HERMAN & UNKNOWN SPOUSE OF PATRICIA K HERMAN
19	09/12/2007	1	Affidavit of Lost or Destroyed Instrument Affidavit of Lost/Destroyed Instrument AFFIDAVIT OF LOST SUMMONS SERVED ON ERROL ESTATE PROPERTY OWNERS ASSOC INC 8/20/2007
18	09/12/2007	1	Summons Returned Summons Returned 20 DAY SUMMONS UNSERVED PATRICIA K HERMAN
17	09/12/2007	1	Summons Returned Summons Returned 20 DAY SUMMONS SRVD [08/22/2007] GREENBROOK VILLAS AT ERROL ESTATES CONDO ASSOC INC
16	09/12/2007	1	Summons Returned Summons Returned 20 DAY SUMMONS UNSERVED UNKNOWN SPOUSE OF PATRICIA K HERMAN

Comprehensive Case Information System

15	09/12/2007	Summons Returned Summons Returned 20 DAY SUMMONS UNSERVED JANE DOE	1
14	09/12/2007	Summons Returned Summons Returned 20 DAY SUMMONS UNSERVED JOHN DOE	1
13	08/27/2007	Answer Answer DEFT GREENBROOK VILLAS AT ERROL ESTATES CONDO ASSOC INC ANSWER TO COMPLAINT	1
12	08/27/2007	Letter Letter LETTER FILED TO CLERK FROM DANA A BROXTERMAN (FOR CLAYTON AND MCCULLOH) (WITH ENCLOSURE)	1
11	08/20/2007	Case Initiated FL SRS 2010 Update	
10	08/20/2007	20 Day Summons Issued 20 Day Summons Issued 20 DAY SUMMONS ISSUED AS TO JANE DOE ORIG AND COPY TO ATTY BY HAND	
9	08/20/2007	20 Day Summons Issued 20 Day Summons Issued 20 DAY SUMMONS ISSUED AS TO JOHN DOE ORIG AND COPY TO ATTY BY HAND	
8	08/20/2007	20 Day Summons Issued 20 Day Summons Issued 20 DAY SUMMONS ISSUED AS TO GREENBROOK VILLAS AT ERROL ESTA ORIG AND COPY TO ATTY BY HAND	
7	08/20/2007	20 Day Summons Issued 20 Day Summons Issued 20 DAY SUMMONS ISSUED AS TO ERROL ESTATE PROPERTY OWNERS ORIG AND COPY TO ATTY BY HAND	
6	08/20/2007	20 Day Summons Issued 20 Day Summons Issued 20 DAY SUMMONS ISSUED AS TO UNKNOWN SPOUSE OF PATRICIA K. HERMAN ORIG AND COPY TO ATTY BY HAND	
5	08/20/2007	20 Day Summons Issued 20 Day Summons Issued 20 DAY SUMMONS ISSUED AS TO PATRICIA K. HERMAN ORIG AND COPY TO ATTY BY HAND	
4	08/20/2007	Initial Judge Assigned Initial Judge Assigned INITIAL JUDGE ASSIGNED ADAMS, J H 40	1
3	08/20/2007	Complaint Complaint COMPLAINT FILED	1
2	08/20/2007	Civil Cover Sheet Civil Cover Sheet CIVIL COVER SHEET FILED	1
1	08/20/2007	Lis Pendens Lis Pendens LIS PENDENS	1
+ Judge Assignment History			
+ Court Events			
+ Financial Summary			
+ Reopen History			

Exhibit

B

GMAC Mortgage

May 14, 2012

Dear Homeowner,

As you may have read or heard, Residential Capital, LLC (ResCap), recently announced that it and its subsidiaries, including GMAC Mortgage, are restructuring under Chapter 11. Although you may not be familiar with our name, ResCap is the parent company of GMAC Mortgage, which services your mortgage. As servicer, GMAC Mortgage collects and keeps track of your mortgage payments and ensures that they are applied to your account and properly distributed to the lenders and investors who own your loan.

The restructuring of ResCap and GMAC Mortgage does not change your obligations as a mortgage borrower. As such, you must continue to make your scheduled mortgage payments on time and in full to the address listed on your monthly account statement.

While nothing has changed in relation to the amount of your mortgage payments or where you send those payments, we understand you may have some questions. Please feel free to contact our toll-free Homeowner Hotline at (888) 926-3479 between 8 a.m. and 5 p.m. EST, or refer to <http://www.kccllc.net/rescap> for additional information regarding ResCap's Chapter 11 reorganization. If you have specific questions about your loan, please reach out to the customer service number listed on your monthly statement.

In the coming weeks, you will receive a Notice of Chapter 11 Bankruptcy Cases, Meeting of Creditors, and Deadlines in the mail. No action is required on your part, related to this restructuring.

For our part, everyone on the GMAC Mortgage team is committed to providing the same high level of service and responsiveness we've always shown to the homeowners whose mortgage loans are entrusted to us. We look forward to helping you continue to build equity and value in your home.

Sincerely,

Thomas Marano
Chief Executive Officer
Residential Capital, LLC

GMAC Mortgage, LLC
1100 Virginia Drive
Fort Washington, PA 19034

Exhibit

C

IN THE COUNTY COURT OF THE 9TH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

GMAC MORTGAGE, LLC, SUCCESSOR
BY MERGER TO GMAC MORTGAGE
CORPORATION,

Plaintiff,

v.

PATRICIA K. HERMAN, et al.,

Defendant.

CASE NO. 48-2007-CA-010062-O

**COPIES
ATTACHED**

PATRICIA K. HERMAN,

Counter-Plaintiff,

v.

GMAC MORTGAGE, LLC, SUCCESSOR
BY MERGER TO GMAC MORTGAGE
CORPORATION,

Counter-Defendant.

**PLAINTIFF AND COUNTER-DEFENDANT
GMAC MORTGAGE, LLC'S
NOTICE OF BANKRUPTCY FILING
AND SUPPLEMENTAL SERVICING ORDER**

Plaintiff, counter-defendant and debtor, GMAC Mortgage, LLC ("GMAC"), by and through its undersigned counsel, and in accordance and consistent with section 362(a) of the United States Bankruptcy Code, 11 U.S.C. §§ 101 et seq. (the "Bankruptcy Code"), respectfully submits this Notice of Bankruptcy Filing and Supplemental Servicing Order, and states as follows:

1. On May 14, 2012 (the "Petition Date"), Residential Capital, LLC and certain of its direct and indirect subsidiaries including, but not limited to, GMAC, (collectively, the "Debtors"), filed voluntary petitions for relief under Chapter 11 of the Bankruptcy Code (the

“Bankruptcy Filing”) in the United States Bankruptcy Court for the Southern District of New York, One Bowling Green, New York, NY 10004-1408 (the “Bankruptcy Court”). The Debtors’ Chapter 11 cases being jointly administered, indexed at case number 12-12020 (MG).

2. As a result of the Bankruptcy Filing, on the Petition Date, the protections of the automatic stay codified in section 362(a) of the Bankruptcy Code arose with regard to the Debtors. Section 362(a), among other things, operates as an automatic stay of: (i) “the commencement or continuation, including the issuance or employment of process, of a judicial, administrative, or other action or proceeding” against the Chapter 11 Debtors (11 U.S.C. § 362(a)(1)); (ii) acts to “obtain possession of property” of the Debtors’ Chapter 11 estates (11 U.S.C. § 362(a)(3)); and (iii) acts to “collect, assess, or recover a claim” against the Debtors arising prior to the Petition Date (11 U.S.C. § 362(a)(6)).

3. On July 13, 2012, the Bankruptcy Court entered a final supplemental order granting, among other things, the Debtors’ motion for limited relief from the automatic stay to permit non-Debtor parties in foreclosure and eviction proceedings, borrower bankruptcy cases and title disputes to continue to assert and prosecute certain defenses, claims and counter-claims (the “Final Supplemental Order”). Paragraphs 14, 15, 16 and 17 of the Final Supplemental Order identify the categories of defenses, claims, counter-claims and third-party claims for which the automatic stay has been modified (the “Permitted Claims”). A copy of the Final Supplemental Order is attached hereto as Exhibit A.

4. As set forth in the Final Supplemental Order, Permitted Claims are those asserted by a borrower, mortgagor, or lien holder that relate “exclusively to the property that is the subject of the loan owned or serviced by a Debtor for the purposes of defending, unwinding, or otherwise enjoining or precluding any foreclosure, whether in a Judicial State or a Non-Judicial

State, or eviction proceeding...” (Exh. A, ¶ 14(a)). Claims for monetary relief of any kind or nature and claims “for relief that if granted, would not terminate or preclude the prosecution and completion of a foreclosure or eviction” are not Permitted Claims. (*Id.*, ¶ 14(b)).

5. To the extent that the defenses, claims, counter-claims, cross-claims and/or third-party claims do not constitute Permitted Claims, they remain subject to the automatic stay and the continued prosecution of these claims is prohibited.

6. With regard to this matter, defendant and counter-plaintiff Patricia Herman asserted eight (8) counterclaims against GMAC.

a. Count I for purported violations of the Florida Deceptive and Unfair Trade Practices Act, Fla. Stat. § 501.2, *et. seq.*, does not constitute a Permitted Claim and, therefore, remains subject to the automatic stay and the continued prosecution of this claim is prohibited.

b. Count II for purported violations of the “Mortgage Lending Laws – Fla. Stat. Ch. 494” does not constitute a Permitted Claim and, therefore, remains subject to the automatic stay and the continued prosecution of this claim is prohibited.

c. Count III for a purported breach of contract claim, to the extent the sole remedy is a determination as to GMAC’s ability to foreclose, is a Permitted Claim. However, to the extent that this claim seeks monetary relief, it remains subject to the automatic stay and the continued prosecution of the claim is prohibited.

d. Count IV for a purported continuing breach of contract claim, to the extent the sole remedy is a determination as to GMAC’s ability to foreclose, is a Permitted Claim. However, to the extent that this claim seeks monetary relief, it remains subject to the automatic stay and the continued prosecution of the claim is prohibited.

e. Count V for a purported breach of a reinstatement agreement claim, to the extent the sole remedy is a determination as to GMAC's ability to foreclose, is a Permitted Claim. However, to the extent that this claim seeks monetary relief, it remains subject to the automatic stay and the continued prosecution of the claim is prohibited.

f. Count VI for a purported negligence claim is moot because the Court dismissed said claim with prejudice on or about December 24, 2008.

g. Count VII for a purported breach of fiduciary duty, does not constitute a Permitted Claim and, therefore, remains subject to the automatic stay and the continued prosecution of this claim is prohibited.

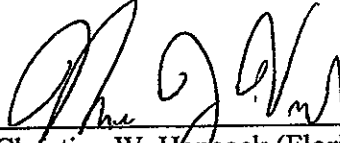
h. Count VIII for a purported unjust enrichment claim does not constitute a Permitted Claim and, therefore, remains subject to the automatic stay and the continued prosecution of this claim is prohibited.

7. Pursuant to paragraph 23 of the Final Supplemental Order, any dispute regarding the extent, application and/or effect of the automatic stay under the Final Supplemental Order, must be heard and determined in the United States Bankruptcy Court for the Southern District of New York, jointly administered under Case No. 12-12020, in accordance with the Case Management Order entered in the Debtors' case [Docket No. 141] and such other and further orders as may be entered by the United States Bankruptcy Court for the Southern District of New York.¹

8. This notice has been mailed, with a cover letter, to *pro se* defendant and counter-plaintiff Patricia Herman.

¹ A copy of the Case Management Order may be obtained at no charge at <http://www.kcclic.net/rescap>.

Respectfully submitted this 23rd day of August, 2012.



Christian W. Hancock (Florida Bar No. 0643521)

Nicholas J. Voelker (Florida Bar No. 88876)

Bradley Arant Boult Cummings LLP

100 N. Tryon Street, Suite 2690

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nvoelker@babbc.com

*Attorneys for Plaintiff and Counter-Defendant GMAC
Mortgage, LLC*

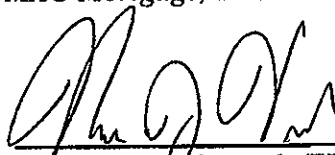
CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing was furnished via
United States mail, postage prepaid, this 23rd day of August, 2012, to the following:

Patricia K. Herman, Esq.
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, #305
Apopka, Florida 32712-2229
Telephone No.: (407) 668-8082
Facsimile No.: (407) 668-8085
Pro se Defendant

Jeff A. Stone, Esq.
Clayton & McCulloh, P.A.
1065 Maitland Center Commons Boulevard
Maitland, Florida 32751
Counsel for Greenbrook Villas at Errol Estates Condominium Association, Inc.

Drew T. Melville, Esq.
Phelan Hallinan PLC
888 SE 3rd Avenue, Suite 201
Ft. Lauderdale, FL 33316
Co- Counsel for Plaintiff and Counter-Defendant GMAC Mortgage, LLC



Christian W. Hancock (FL Bar No. 0643521)
Nicholas J. Voelker (FL Bar No. 0088872)
Bank of America Corporate Center
100 N. Tryon Street, Suite 2690
Charlotte, NC 28202
Phone: (704) 338-6000
Fax: (704) 332-8858
chancock@babco.com

*CO-COUNSEL FOR PLAINTIFF AND COUNTER-
DEFENDANT GMAC MORTGAGE, LLC*

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:)	Case No. 12-12020 (MG)
RESIDENTIAL CAPITAL, LLC, <u>et al.</u> ,)	Chapter 11
Debtors.)	Jointly Administered

FINAL SUPPLEMENTAL ORDER UNDER BANKRUPTCY CODE SECTIONS 105(a), 362, 363, 502, 1107(a), AND 1108 AND BANKRUPTCY RULE 9019 (I) AUTHORIZING THE DEBTORS TO CONTINUE IMPLEMENTING LOSS MITIGATION PROGRAMS; (II) APPROVING PROCEDURES FOR COMPROMISE AND SETTLEMENT OF CERTAIN CLAIMS, LITIGATIONS AND CAUSES OF ACTION; (III) GRANTING LIMITED STAY RELIEF TO PERMIT FORECLOSURE AND EVICTION PROCEEDINGS, BORROWER BANKRUPTCY CASES, AND TITLE DISPUTES TO PROCEED; AND (IV) AUTHORIZING AND DIRECTING THE DEBTORS TO PAY SECURITIZATION TRUSTEE FEES AND EXPENSES

Upon the motion (the "Motion")¹ of Residential Capital, LLC, and certain of its affiliates, as debtors and debtors in possession (collectively, the "Debtors") for entry of a supplemental order under Bankruptcy Code sections 105(a), 362, 363, 1107(a) and 1108, and Bankruptcy Rule 9019 (i) authorizing the Debtors to continue implementing loss mitigation programs; (ii) approving procedures for the compromise and settlement of certain claims, litigations and causes of action in the ordinary course of the Debtors' business; (iii) granting limited stay relief to permit (w) borrowers or their tenants, as applicable, to prosecute direct claims and counter-claims in foreclosure and eviction proceedings (including in states in which non-judicial foreclosure is followed), (x) borrowers to prosecute certain actions in borrower bankruptcy cases, (y) the Debtors to prosecute foreclosure actions in those circumstances where

¹ Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Motion. Creditors and parties-in-interest with questions or concerns regarding the Debtors' Chapter 11 cases or the relief granted herein may refer to <http://www.kccllc.net/rescap> for additional information.



they service senior mortgage loans and own the junior mortgage loans on the underlying property, and (z) third party lien holders to prosecute direct claims and counter-claims in actions involving the amount, validity or priority of liens on properties subject to foreclosure proceedings; and (iv) authorizing and directing the Debtors to pay certain securitization trustee fees and expenses; and the Court having considered the Whitlinger Affidavit and the Bocresion Declaration; and the Court having entered the Interim Supplemental Order on June 15, 2012 [Docket No. 391]; and the Court having entered a final order on June 15, 2012 granting the GA Servicing Motion on a final basis [Docket No. 401]; and the Court having entered a final order on June 15, 2012 granting the Non-GA Servicing Motion on a final basis [Docket No. 402]; and it appearing that this Court has jurisdiction to consider the Motion pursuant to 28 U.S.C. §§ 157 and 1334; and it appearing that venue of these Chapter 11 cases and the Motion in this district is proper pursuant to 28 U.S.C §§ 1408 and 1409; and it appearing that this proceeding on the Motion is a core proceeding pursuant to 28 U.S.C. § 157(b); and sufficient notice of the Motion having been given and it appearing that no other or further notice need be provided; and the National Association of Consumer Bankruptcy Attorneys, on its own behalf and in a representative capacity, two individuals who are debtors under Chapter 13, and Edward Boltz, counsel for those individuals, having filed jointly the Limited Omnibus Objection To The Servicing Orders And Debtors' May 31, 2012 Motion For A Supplemental Order [Docket No. 221] (the "NACBA Objection"); and the Committee having filed the Omnibus Response And Reservation Of Rights Of The Official Committee Of Unsecured Creditors To Certain Of The Debtors' First Day Motions [Docket No. 240]; and the Debtors having filed the Omnibus Reply To Objections To Entry Of Final Orders For Specific "First Day" Motions And Related Relief [Docket. No. 254]; and upon the record of the hearing; and it appearing that the relief requested

by the Motion is in the best interests of the Debtors' estates, their creditors, and other parties in interest; and after due deliberation thereon; and any objections to the Motion, including the NACBA Objection, having been withdrawn, resolved, or overruled on the merits; and sufficient cause appearing therefor, it is hereby

ORDERED, ADJUDGED, AND DECREED THAT:

1. The Motion is GRANTED on a final basis, as set forth herein, and any objections to the Motion are hereby overruled;

Loss Mitigation Programs

2. The Debtors are authorized, but not directed in their sole and absolute discretion and subject to available funding, to continue developing and implementing loss mitigation programs and procedures in the ordinary course of their businesses *nunc pro tunc* to the Petition Date, including, but not limited to, making incentive payments to borrowers in connection with the closing of short sales, or vacating properties in lieu of foreclosure or eviction proceedings, or in the form of borrower rebates for loan payoffs including honoring all obligations related thereto that accrued in whole or in part prior to the Petition Date (collectively, the "Loss Mitigation Programs"); provided, however, that the aggregate cash payments made by the Debtors to individual borrowers under the Loss Mitigation Programs that are not reimbursed to the Debtors shall not exceed \$550,000 per month (the "Monthly Cap"), absent consent of the Committee or further order of the Court; provided, further, however, that to the extent the Debtors do not exceed the Monthly Cap in any month they shall be entitled to utilize the difference between the actual amount and the Monthly Cap in any succeeding month. The Debtors shall provide monthly reports to the Committee and the Office of the United States Trustee for the Southern District of New York (the "U.S. Trustee"), which reports shall be in a

form agreed to by the Debtors and the Committee and such additional information as shall be reasonably requested by the Committee, in each case, concerning the Loss Mitigation Programs.

3. Cash payments made by the Debtors to individual borrowers under the Loss Mitigation Programs for which the Debtors are not reimbursed shall not exceed \$4.2 million in the aggregate, absent consent of the Committee or further order of the Court. For the avoidance of doubt, the limitation on the amount of cash payments provided for in this paragraph 3 is in addition to the limitation on the amount of cash payments provided for in paragraph 12 hereof.

Settlement Procedures

4. The Debtors are authorized, but not directed to compromise and settle certain claims brought by the Debtors against any non-insider third parties in connection with foreclosure, eviction, or borrower bankruptcy proceedings (each a "Settling Party") or by a Settling Party against any of the Debtors (each, a "Claim") in accordance with the following two-tiered procedures (the "Settlement Procedures"):

Tier I: The Debtors, in their sole discretion, may enter into, execute and consummate written agreements of settlement with respect to Claims that will be binding on the Debtors and their estates without further action by this Court or notice to any party and grant such Settling Parties cash payments or allowed prepetition claims in amounts not to exceed \$40,000 in full settlement of such Claim (each, a "Tier I Settlement").

Tier II: The Debtors may enter into, execute and consummate written agreements of settlement with respect to Claims that will be binding on the Debtors and their estates without further action by this Court or notice to any party and grant such Settling Parties cash payments or allowed prepetition claims in amounts exceeding \$40,000 but less than \$100,000 in full settlement of such Claims (each, a "Tier II Settlement"); provided, that in each case:

(a) The Debtors must provide advance written notice (by formal or informal means, including by e-mail correspondence) of the terms of any Tier II Settlement to (x) the U.S. Trustee, 33

Whitehall Street, 21st Floor, New York, New York 10004, Attn: Brian S. Masumoto, (y) counsel for the Committee, Kramer Levin Naftalis & Frankel LLP, 1177 Avenue of the Americas New York, NY 10036, Attn: Kenneth H. Eckstein and Douglas H. Mannal; and (z) counsel to the administrative agent for the Debtors' providers of debtor in possession financing, Skadden, Arps, Slate, Meagher & Flom LLP, 4 Times Square, New York, New York 10036, Attn: Kenneth S. Ziman and Jonathan H. Hofer (collectively the "Notice Parties")

(b) Those Notice Parties wishing to object to any proposed Tier II Settlement must serve a written objection (by formal or informal means, including by e-mail correspondence) on the Debtors, so that it is received by no later than 4:00 p.m. (prevailing Eastern Time) on the day that is seven (7) calendar days from the date the Notice Parties received written notice of such Tier II Settlement (the "Settlement Objection Deadline"). Objections should be addressed to the proposed attorneys for the Debtors, Morrison & Foerster LLP, 1290 Avenue of the Americas, New York, New York 10104, Attn: Larren M. Nashelsky (LNashelsky@mofo.com) and Norman S. Rosenbaum (NRosenbaum@mofo.com).

(c) If the Debtors receive a timely objection from a Notice Party, the parties will confer and attempt to resolve any differences. Failing that, the Debtors may petition the Court for approval of the Tier II Settlement in accordance with any case management orders entered in the Chapter 11 cases. An objection by a Notice Party with respect to a given Tier II Settlement shall not delay the finality or effectiveness of any other settlement to which an objection has not timely been delivered.

(d) If the Debtors do not receive a written objection to a Tier II Settlement from a Notice Party by the Settlement Objection Deadline, then such Tier II Settlement shall be deemed approved and the Debtors and Settling Parties may carry out the terms of such Tier II Settlement without further notice or Court approval.

5. The Debtors shall be required to seek approval from the Court in order to enter into and consummate any proposed settlement of a Claim with a settlement amount in excess of \$100,000.

6. The Debtors are authorized in their sole discretion, but not directed, to settle claims where some or all of the consideration is being provided by a third party and/or

where the Debtors are releasing claims against creditors or third parties provided the Debtors otherwise comply with the Settlement Procedures.

7. The Settlement Procedures are without prejudice to the right of the Debtors to seek an order of this Court approving additional or different procedures with respect to specific claims or categories of claims. For claims relating to matters specified in paragraphs 14(a) and 15(a) of this Order that were resolved pursuant to a settlement prior to the Petition Date, but where such settlement has not been consummated, the Debtors are authorized, but not directed to, consummate said settlements in accordance with the Settlement Procedures set forth in this Order.

8. Notwithstanding anything to the contrary contained herein, this Order shall not affect, impair, impede or otherwise alter the right of the Debtors to resolve any prepetition or postpetition controversy arising in the ordinary course of the Debtors' businesses, or resolve any controversy authorized by any other order of the Court.

9. Nothing in this Order or the Motion shall constitute a determination or admission of liability or of the validity or priority of any claim against the Debtors, and the Debtors reserve their rights to dispute the validity or priority of any claim asserted.

10. The authority granted in this Order shall not replace or obviate the need to comply with the Debtors' internal procedures, legal or otherwise, for authorizing the settlements contemplated in the Motion. All settlements made pursuant to the Settlement Procedures shall, to the extent applicable, be made in accordance with the Debtors' settlement procedures in effect as of the Petition Date (the "Internal Settlement Protocol") and as may be amended from time; provided, however, that the Debtors shall provide the Committee and the U.S. Trustee with notice of any material changes to the Internal Settlement Protocol.

11. The Debtors shall provide monthly reports to the Committee and the U.S. Trustee, which reports shall be in a form agreed to by the Debtors and the Committee, and such additional information as shall be reasonably requested by the Committee, in each case, concerning settlements of any Claims pursuant to the Settlement Procedures.

12. Cash payments made by the Debtors under the Settlement Procedures shall not exceed \$4 million in the aggregate, absent consent of the Committee or further order of the Court.

13. Any period prescribed or allowed by the Settlement Procedures shall be computed in accordance with Bankruptcy Rule 9006.

Limited Relief from Automatic Stay

Borrower Foreclosure And Eviction Proceedings

14. The stay imposed by section 362(a) of the Bankruptcy Code applicable to (a) pending and future foreclosure actions initiated by the Debtors or in those states providing for non-judicial foreclosures, by a borrower; and (b) pending and future eviction proceedings with respect to properties for which a foreclosure has been completed or is pending, is hereby modified pursuant to the following terms and conditions:

(a) except as set forth herein, a borrower, mortgagor, or lienholder (each, an "Interested Party") shall be entitled to assert and prosecute direct claims and counter-claims relating exclusively to the property that is the subject of the loan owned or serviced by a Debtor for the purposes of defending, unwinding, or otherwise enjoining or precluding any foreclosure, whether in a Judicial State or a Non-Judicial State, or eviction proceeding, where a final judgment (defined as any judgment where the right to appeal or seek reconsideration has expired or has been exhausted) permitting the foreclosure or

eviction has not been awarded or, with respect to completed foreclosure sales in Non-Judicial States, where any applicable challenge period has not yet expired, and to prosecute appeals with respect to any such direct claims or counter-claims;

(b) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to all pending and future Interested Party direct claims and counter-claims: (i) for monetary relief of any kind and of any nature against the Debtors, except where a monetary claim must be plead in order for an Interested Party to assert a claim to defend against or otherwise enjoin or preclude a foreclosure (each a "Mandatory Monetary Claim"); (ii) for relief that if granted, would not terminate or preclude the prosecution and completion of a foreclosure or eviction; or (iii) asserted in the form of a class action or collective action;

(c) absent further order of the Court, the stay shall remain in full force and effect with respect to any party seeking to intervene to assert related claims against the Debtors or any class action or collective action brought by any Interested Party on behalf of any other Interested Party or class of Interested Parties;

(d) under no circumstances shall an Interested Party be entitled to enforce against, recoup, setoff or collect from the Debtors any judgment or award related to any direct claim or counter-claim for which the automatic stay has been lifted by the terms of this Order, including, without limitation, a Mandatory Monetary Claim;

(e) the Debtors shall retain the right, upon appropriate motion and notice to any affected Interested Party, to seek to impose any provision of section 362(a) of the Bankruptcy Code modified by this Order and to the extent such relief is sought, the

Debtors will not object to the Interested Party's telephonic participation at any hearing on the motion; and

(f) nothing set forth herein shall preclude or limit any Interested Party from seeking relief from the automatic stay under section 362(a) of the Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest.

Borrower Bankruptcy Proceedings

15. The automatic stay imposed by section 362(a) of the Bankruptcy Code applicable against a borrower who currently has filed, or in the future files, for bankruptcy protection under any chapter of the Bankruptcy Code (a "Bankruptcy Borrower"), is hereby modified pursuant to the following terms and conditions:

(a) except as set forth herein, a Bankruptcy Borrower or a trustee duly appointed under the Bankruptcy Code in the Bankruptcy Borrower's bankruptcy case (a "Bankruptcy Trustee") shall be entitled to: (i) assert and prosecute or continue to prosecute an objection to the Debtors' proof of claim filed in the Bankruptcy Borrower's bankruptcy case; (ii) assert and prosecute or continue to prosecute an objection to the Debtors' motion for relief from the automatic stay filed in the Bankruptcy Borrower's bankruptcy case; (iii) commence or continue to prosecute against the Debtors a motion or adversary proceeding, as applicable, to determine the validity, priority or extent of a Debtor's lien against the Bankruptcy Borrower's property; (iv) commence or continue to prosecute against the Debtors a motion or adversary proceeding, as applicable, to reduce (including to reduce to \$0) or fix the amount of the Debtors' claim or lien against the Bankruptcy Borrower's property; (v) prosecute appeals with respect to items (i) through (iv) above; (vi) seek an accounting from the Debtors with respect to the Bankruptcy

Borrower's loan; and (vii) enter into, execute and consummate a written agreement of settlement with the Debtors where the Debtors elect to enter into such settlement in their sole discretion (but subject to the Settlement Procedures), to resolve items (i) through (vi) above;

(b) except as set forth herein, a Bankruptcy Borrower shall be entitled to (i) engage in court-supervised or court-authorized loss-mitigation programs regarding the Bankruptcy Borrower's loan; and (ii) engage in discussions with the Debtors and execute a modification of the Bankruptcy Borrower's loan or otherwise discuss, enter into and consummate settlements of claims and liens in accordance with the ordinary course of the Debtors' business and applicable law;

(c) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to all Bankruptcy Trustee's and Bankruptcy Borrower's direct claims, counter-claims, motions or adversary proceedings: (i) for monetary relief of any kind and of any nature against the Debtors; (ii) for violation of any local, state or federal statute or other law in connection with the origination of the Bankruptcy Borrower's loan; (iii) for relief that if granted, would have no effect on the amount, validity or priority of the Debtors' claim or lien against a Bankruptcy Borrower or the property of the Bankruptcy Borrower securing such claim or lien of the Debtors; or (iv) asserted in the form of a class action or collective action; provided however, a Bankruptcy Trustee or Bankruptcy Borrower, solely in connection with their objections to Debtors' proof of claim permitted by paragraph 15(a)(i) or proceedings permitted by 15(a)(iii), may assert claims of the type covered by subsection (i) or (ii) of this paragraph 15(c);

(d) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to any party seeking to intervene to assert related claims against the Debtors or any class action or collective action brought by any Bankruptcy Borrower on behalf of any other class of borrowers;

(e) with the sole exception of objections to Debtors' proofs of claim permitted by paragraph 15(a)(i) above and proceedings described in 15(a)(iii) above and solely for purposes of reducing any such claim and not for the purpose of obtaining an affirmative recovery or award, under no circumstances shall a Bankruptcy Borrower or Bankruptcy Trustee be entitled to recoup, setoff or collect from the Debtors any judgment or award related to any direct claim or counter-claim for which the automatic stay has been lifted by the terms of this Order;

(f) the Debtors shall retain the right, upon appropriate motion and notice to any Bankruptcy Borrower or Bankruptcy Trustee, to seek to impose any provision of section 362(a) of the Bankruptcy Code modified by this Order and to the extent such relief is sought, the Debtors will not object to the Interested Party's telephonic participation at any hearing on the motion; and

(g) nothing set forth herein shall preclude or limit any Bankruptcy Borrower or Bankruptcy Trustee from seeking relief from the automatic stay under section 362(a) of the Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest.

Foreclosures By The Debtors On Senior Loans

16. The stay imposed by section 362(a) of the Bankruptcy Code applicable to pending and future foreclosure actions initiated by the Debtors in cases where they act as

servicer for the Senior Loan and also own (or for which the applicable public land records otherwise reflect that the Debtors hold an interest) the Junior Loan with respect to the underlying property (collectively, the "Junior Foreclosure Actions") is hereby modified pursuant to the following terms and conditions:

(a) except as otherwise set forth herein, the Debtors shall be entitled to assert and prosecute Junior Foreclosure Actions, whether in a Judicial State or a Non-Judicial State;

(b) the Debtors shall be entitled to take such actions as are necessary to extinguish the lien with respect to a Junior Loan or to otherwise ensure clear and marketable title with respect to the property underlying a Senior Loan in connection with any sale or other disposition of such property;

(c) the Debtors shall be entitled to seek all appropriate relief with respect to a Senior Loan in connection with the bankruptcy cases of a Bankruptcy Borrower without further order of the Court; and

(d) the Debtors shall provide monthly reports to the Committee and the U.S. Trustee, which reports shall be in a form agreed to by the Debtors and the Committee, and such additional information as shall be reasonably requested by the Committee, in each case, concerning Junior Foreclosure Actions.

D. Actions Involving Amount, Validity Or Priority Of Liens

17. The stay imposed by section 362(a) of the Bankruptcy Code applicable to actions involving the amount, validity, and/or priority of liens commenced by third parties purporting to have a lien interest or other claim ("Third Party Claimants") with respect to

properties that are subject to mortgages owned or serviced by the Debtors ("Title Disputes") is hereby modified pursuant to the following terms and conditions:

(a) except as otherwise set forth herein, a Third Party Claimant shall be entitled to assert and prosecute direct claims and counter-claims relating exclusively to the property that is the subject of the loan owned or serviced by a Debtor in connection with any Title Dispute, and to prosecute appeals with respect to any such direct claims or counter-claims;

(b) absent further order of the Court, the automatic stay shall remain in full force and effect with respect to all pending and future Third Party Claimant direct claims and counter-claims: (i) for monetary relief of any kind and of any nature against the Debtors; (ii) for relief that is not necessary for the resolution of the Title Dispute; or (iii) asserted in the form of a class action or collective action;

(c) absent further order of the Court, the stay shall remain in full force and effect with respect to any party seeking to intervene to assert related claims against the Debtors or any class action or collective action brought by any Third Party Claimant on behalf of any other Third Party Claimant or class of Third Party Claimants;

(d) under no circumstances shall a Third Party Claimant be entitled to enforce against, recoup, setoff or collect from the Debtors any judgment or award related to any direct claim or counter-claim for which the automatic stay has been lifted by the terms of the Order;

(e) the Debtors shall be entitled to take such actions as are necessary to clear title with respect to property that is subject to a Title Dispute or to otherwise ensure

clear and marketable title with respect to such property in connection with any sale,
foreclosure or other disposition of such property;

(f) the Debtors shall retain the right, upon appropriate motion and
notice to any affected Third Party Claimant, to seek to impose any provision of section
362(a) of the Bankruptcy Code modified by the Order; and

(g) nothing set forth herein shall preclude or limit any Third Party
Claimant from seeking relief from the automatic stay under section 362(a) of the
Bankruptcy Code on appropriate motion and notice to the Debtors and parties in interest.

Payment of Securitization Trustee Fees and Expenses

18. The Debtors shall continue to perform all of their respective servicing
duties and servicing related duties, including, but not limited to, their duties as master servicer,
under all the governing agreements (including, without limitation, pooling and servicing
agreements, servicing agreements, or any other agreements concerning or relating to the Debtors'
obligations to reimburse and/or indemnify for reasonable fees, costs, expenses, liabilities, and/or
losses) (collectively, the "Agreements") relating to Debtor-sponsored securitization transactions
and non-Debtor sponsored securitization transactions to which any of The Bank of New York
Mellon Trust Company, N.A., Wells Fargo Bank, N.A., Deutsche Bank Trust Company
Americas, Deutsche Bank National Trust Company, or U.S. Bank National Association, or any
affiliate of such entities acts as trustee for which any Debtor performs servicing duties, in each of
their respective capacities as trustee (collectively, the "Trustees") and one or more of the Debtors
is a party, including but not limited to, making all principal, interest or other servicing advances
(including property protection advances) and reimbursing, indemnifying, defending and holding
harmless the Trustees and the securitization trusts for any liability, loss, or reasonable fees, cost

or expense (including fees and disbursements of counsel or agents) incurred by any of the Trustees in the performance of their duties or their administration of the trusts or other agencies under the Agreements to the extent required by the Agreements. For the avoidance of doubt, the Debtors shall pay the reasonable, actual out-of-pocket costs and expenses of the Trustees in connection with reviewing and analyzing the request by the Debtors to approve the MBS Settlement Agreement, and in connection with reviewing and analyzing amendments to the Agreements as necessary or appropriate in connection with any proposed Chapter 11 plan, the MBS Settlement Agreement or the Platform Sale. Notwithstanding the foregoing, nothing in this paragraph 18 shall require any Debtor (i) to repurchase any mortgage loans on the basis of alleged breaches of representations, warranties or other requirements of the Agreements, or make any make-whole payments with respect to any mortgage loans pursuant to the Agreements; or (ii) to enforce, as against any other Debtor entity or any non-Debtor affiliate, any provision of the Agreements under which such other Debtor entity or non-Debtor affiliate are required to repurchase any mortgage loans on the basis of alleged breaches of representations, warranties or other requirements of the Agreements, or make any make-whole payments with respect to any mortgage loans pursuant to the Agreements; and nothing in this paragraph 18 shall be deemed to impose liability on any Debtor with respect to such alleged breaches or make-whole payment requirements.

19. The Trustees shall submit invoices to (a) counsel to the Debtors, (b) counsel to the Committee, and (c) the U.S. Trustee, and all such invoices shall include (i) an itemization of all professional fees by task with a detailed description of the work performed in connection with such task, (ii) a description of related expenses, and (iii) a description of any indemnity claims. Thereafter, within thirty (30) days of presentation of such invoices, if no

written objections to the reasonableness of the fees and expenses charged in any such invoice (or portion thereof) is made by the Debtors, the Committee, or the U.S. Trustee, the Debtors are authorized and directed to pay all reasonable fees, costs and expenses and all indemnity claims referred to in paragraph 18 (including without limitation, attorney, financial advisor, consultant and expert fees and costs) incurred postpetition by any of the Trustees relating to the performance of each of the Trustees' duties or the administration of the trusts or other agencies under the Agreements (the "Trustee Expenses") that are not subject to an objection by the Debtors, the Committee, or the U.S. Trustee without further order from the Court. Any objection to the payment of the Trustee Expenses shall be made only on the basis of "reasonableness," and shall specify in writing the amount of the contested fees and expenses and a detailed basis for such objection. To the extent an objection only contests a portion of an invoice, the undisputed portion thereof shall be promptly paid. If any such objection to payment of an invoice (or any portion thereof) is not otherwise resolved between the Debtors, the Committee, or the U.S. Trustee and the issuer of the invoice, either party may submit such dispute to the Court for a determination as to the reasonableness of the disputed amounts. This Court shall resolve any dispute as to the reasonableness of any fees and expenses.

20. To the extent either the Committee, or the RMBS Trustees determine that the Trustee Expenses were improperly or mistakenly allocated to an RMBS trust or to the Debtors' estates, the Committee and the RMBS Trustees reserve the right to seek to correct the allocation of the Trustee Expenses as between the RMBS trusts or the Debtors' estates in accordance with the applicable Agreement, and such adjustment shall be the Committee's and RMBS Trustees' sole remedy arising from a misallocation. All Trustee Expenses for which (a) no objection under paragraph 19 has been interposed, or (b) where such an objection has been

interposed and the amount of Trustee Expenses determined by the Court to be reasonable, shall be entitled to administrative expense priority in the Debtors' Chapter 11 cases notwithstanding the entry of an order authorizing the assumption and assignment or rejection of any Agreement. However, the Debtors will not be responsible for any fees, costs and expenses incurred with respect to any Agreement after the entry of an order in the Debtors' Chapter 11 cases authorizing the rejection of such Agreement.

21. If any or all of the provisions of this Order are hereafter reversed, modified, limited, vacated or stayed, such reversal, stay, modification or vacatur shall not affect the validity, priority or enforceability of any Trustee Expenses incurred prior to the actual receipt of written notice by the Trustees of the effective date of such reversal, stay, modification or vacatur (the "Notice Date"). Notwithstanding any such reversal, stay, modification or vacatur, the payment of any Trustee Expenses incurred prior to the Notice Date and reimbursed prior to or after the Notice Date by the Debtors shall be governed in all respects by the original provisions of this Order, and the Trustees shall be entitled to all of the rights, remedies, privileges and benefits granted in this Order with respect to payment of Trustee Expenses.

22. Notwithstanding the Debtors' obligations set forth in paragraphs 18 and 19, nothing in this Order shall be deemed to limit, extinguish, or prejudice the Debtors' rights in any way to assume and assign or reject any Agreement in accordance with Bankruptcy Code section 365.

Other Relief

23. Any disputes regarding the extent, application and/or effect of the automatic stay under this Order shall be heard and determined in the Debtors' jointly administered bankruptcy cases pending in the United States Bankruptcy Court for the Southern

District of New York, Case No. 12-12020 in accordance with the Case Management Order entered in the Debtors' cases [Docket No. 141] and such other and further orders as may be entered by the Court.

24. The Debtors are authorized and empowered to take all actions and execute such documents as may be necessary or appropriate to carry out the relief granted herein.

25. Nothing herein shall be deemed to limit the rights of the Debtors to operate their business in the ordinary course, and no subsequent order shall be required to confirm such rights.

26. Notwithstanding the relief granted herein and any actions taken hereunder, nothing contained herein shall constitute, nor is it intended to constitute, the assumption of any contract or agreement under Bankruptcy Code section 365 or the waiver by the Debtors or their non-Debtor affiliates of any of their rights pursuant to any agreement by operation of law or otherwise.

27. Notwithstanding anything to the contrary in this Order, any action to be taken pursuant to the relief authorized in this Order is subject to the terms of any cash collateral order or debtor in possession financing order entered in these chapter 11 proceedings. All amounts authorized to be paid pursuant to this Order are subject to the limitations and restrictions imposed by the Approved DIP Budget (as defined in the DIP Credit Agreement). To the extent that there is any inconsistency between the terms of this Order and the terms of any order relating to postpetition financing or cash collateral, the terms of the orders relating to postpetition financing or cash collateral shall govern.

28. Notwithstanding anything herein to the contrary, this Order shall not modify or affect the terms and provisions of, nor the rights and obligations under, (a) the Board

of Governors of the Federal Reserve System Consent Order, dated April 13, 2011, by and among AFI, Ally Bank, ResCap, GMAC Mortgage, LLC, the Board of Governors of the Federal Reserve System, and the Federal Deposit Insurance Corporation, (b) the consent judgment entered April 5, 2012 by the District Court for the District of Columbia, dated February 9, 2012, (c) the Order of Assessment of a Civil Money Penalty Issued Upon Consent Pursuant to the Federal Deposit Insurance Act, as amended, dated February 10, 2012, and (d) all related agreements with AFI and Ally Bank and their respective subsidiaries and affiliates.

29. Nothing in this Order shall discharge, release, or otherwise preclude any setoff or recoupment right of the United States of America, its agencies, departments, or agents.

30. The requirements set forth in Bankruptcy Rule 6004(a) are satisfied.

31. Notwithstanding the possible applicability of Bankruptcy Rules, 2002(a)(3), 6004(h), 7062 or 9014, the terms and conditions of this Order shall be immediately effective and enforceable upon its entry.

32. This Court shall retain jurisdiction with respect to all matters relating to the interpretation or implementation of this Order.

Dated: July 13, 2012
New York, New York

/s/Martin Glenn
MARTIN GLENN
United States Bankruptcy Judge

Exhibit

D

IN THE COUNTY COURT OF THE 9TH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

GMAC MORTGAGE, LLC, SUCCESSOR
BY MERGER TO GMAC MORTGAGE
CORPORATION,

Plaintiff,

v.

PATRICIA K. HERMAN, et al,

Defendants.

PATRICIA K. HERMAN,

Counter-Plaintiff,

v.

GMAC MORTGAGE, LLC, SUCCESSOR
BY MERGER TO GMAC MORTGAGE
CORPORATION,

Counter-Defendant.

CASE NO. 48-2007-CA-010062-O

**PLAINTIFF GMAC MORTGAGE, LLC'S
NOTICE OF DISMISSAL WITHOUT
PREJUDICE OF DEFENDANT
PATRICIA K. HERMAN ONLY**

COMES NOW Plaintiff, GMAC Mortgage, LLC ("Plaintiff"), by and through its undersigned counsel of record, hereby presents this dismissal without prejudice of Defendant Patricia K. Herman only, in the referenced action.

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Respectfully submitted this 27th day of January, 2013.


Mark S. Wierman (Florida Bar No. 0095781)
Christian W. Hancock (Florida Bar No. 0643521)
Nicholas J. Voelker (Florida Bar No. 0088876)
Monica Wilson (Florida Bar No. 0089441)
Bradley Arant Boult Cummings LLP
Bank of America Corporate Center
100 N. Tryon Street, Suite 2690
Charlotte, NC 28202
Phone: (704) 338-6000
Fax: (704) 332-8858
Primary email: nvoelker@babco.com
Secondary email: mjpalmer@babco.com;
lkish@babco.com
Co-Counsel for Plaintiff and Counter-Defendant
GMAC Mortgage, LLC

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing **PLAINTIFF GMAC MORTGAGE, LLC'S NOTICE OF DISMISSAL OF DEFENDANT PATRICIA K. HERMAN ONLY** was furnished via United States mail, postage prepaid, and/or via email, pursuant to Rule 2.516, this 29th day of January, 2013, to the following:

Patricia K. Herman, Esq.
Law Office of Patricia K. Herman, P.A.
Email: service2lopkhpa@gmail.com

Pro Se Defendant

Jeff A. Stone, Esq.
Russell E. Klemm, Esq.
Clayton & McCulloh
Primary: jstone@clayton-mcculloh.com
Primary: rklemm@clayton-mcculloh.com
Secondary: mfgroup2@clayton-mcculloh.com

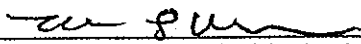
*Attorneys for Greenbrook Villas at Errol
Estates Condominium Association, Inc.*

Drew T. Melville, Esq.
Phelan Hallinan PLC
888 SE 3rd Avenue, Suite 201
Ft. Lauderdale, Florida 33316
Primary: FL.Service@PhelanHallinan.com

Christopher Eri, Esq.
Community Association Law Group
157 E. New England Avenue, Suite 340
Winter Park, Florida 32789-7007
Primary: ceri@thehoalawyer.com

*Attorneys for Plaintiff and Counter-Defendant
GMAC Mortgage, LLC*

*Attorneys for Errol Estate Property Owner's
Association*


Mark S. Wierman (Florida Bar No. 0095781)
Christian W. Hancock (Florida Bar No. 0643521)
Nicholas J. Voelker (Florida Bar No. 0088876)
Monica Wilson (Florida Bar No. 0089441)
Bradley Arant Boult Cummings LLP
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Charlotte, NC 28202
Phone: (704) 338-6000
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Primary email: nvoelker@babco.com
Secondary email: mjpalmer@babco.com;
lkish@babco.com
*Co-Counsel for Plaintiff and Counter-Defendant
GMAC Mortgage, LLC*

IN THE COUNTY COURT OF THE 9TH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

GMAC MORTGAGE, LLC, SUCCESSOR
BY MERGER TO GMAC MORTGAGE
CORPORATION,

Plaintiff,

v.

PATRICIA K. HERMAN, et al.,

Defendant.

CASE NO. 48-2007-CA-010062-O

**ORDER GRANTING VOLUNTARY
DISMISSAL WITHOUT PREJUDICE AS TO
DISMISSAL OF DEFENDANT PATRICIA K.
HERMAN ONLY**

PATRICIA K. HERMAN,

Counter-Plaintiff,

v.

GMAC MORTGAGE, LLC, SUCCESSOR
BY MERGER TO GMAC MORTGAGE
CORPORATION,

Counter-Defendant.

IT HAVING BEEN MADE TO APPEAR that Plaintiff GMAC Mortgage, LLC
("Plaintiff"), desires to dismiss Defendant Patricia K. Herman without prejudice in the above-
styled action.

AND THE COURT, being fully informed and advised, hereby **ORDERS AND
ADJUDGES** as follows:

Defendant Patricia K. Herman is hereby dismissed without prejudice in the above-styled
action.

February **DONE AND ORDERED** at Orlando, Orange County, Florida, this the 4th day of
~~January~~, 2013.

Pursuant to the Procedures Implementing Electronic
Case Filing in Circuit Civil Cases Section 4.3,
any party not receiving a copy of this order by ECF
must be provided a paper copy of this document and
a copy of the Notice of Electronic Filing by the filer.

Paper copies will not be provided by the Court.

Emerson R. Thompson, Jr.
The Honorable Circuit Court Judge Presiding

Exhibit

E

OCWEN.MORTGAGE.BANKS.LLC.COM



GMAC Mortgage

Notice of Servicing Transfer and Welcome to Ocwen Loan Servicing, LLC

February 6, 2013



PATRICIA HERMAN
1631 ROCK SPRINGS RD # 305
APOPKA FL 32712-2229



Your Loan Account Details as of 02/04/2013

Account Number:
0306854835

Property Address:
1204 N FAIRWAY DR
APOPKA FL 32712

Transfer Date:
02/16/2013

Principal Balance:
\$77,986.02

Escrow Balance:
-\$4,387.14

Loan Rate:
8.250%

Next Payment Due:
3/1/2007

Payment Amount:
Please refer to your
mortgage account statement

Ocwen Loan Servicing, LLC Customer Care Contact Information

Phone:
800-766-4622
Personal assistance:
6:00 a.m. - 10:00 p.m. CT M-F
and 8:00 a.m. - 2:00 p.m. Sat
24-hour automated service
Email:
ocwen@mortgagebanksite.com

Web:
ocwen.mortgagebanksite.com

Mail:
PO Box 780
Waterloo, IA 50704-0780

Dear PATRICIA HERMAN,

The servicing of your mortgage loan, that is, the right to collect payments from you, is transferring from your current servicer, GMAC Mortgage ("GMACM") to your new servicer, Ocwen Loan Servicing, LLC ("Ocwen") effective February 16, 2013.

Rest assured this transfer of servicing does not affect any term or condition of the mortgage documents, other than those directly related to the servicing of your loan. There will be no change to your account number or payment address; only to the name of the company to which you make your payment. All mailing addresses and phone numbers you previously used to contact GMACM will remain the same but, as of February 16, 2013, they will be maintained by Ocwen. You will continue to be served in a knowledgeable and professional manner, just as you have in the past.

GMACM will stop accepting payments on February 15, 2013. Ocwen will begin to accept payments on February 16, 2013. Send all payments due on or after that date to Ocwen. A temporary coupon is provided below for your convenience. Any account notices prepared prior to February 16, 2013 will reflect GMACM; all notices prepared on or after February 16, 2013 will reflect Ocwen. In addition any payments received by GMACM after February 15, 2013 will automatically be processed by Ocwen.

If you are currently using GMACM's automatic payment service, this program will continue with no lapse in service. If you previously made your payment through GMACMortgage.com, on or after February 16, 2013 you can go to ocwen.mortgagebanksite.com and use your same login ID and password for account access. If you use a third party payment service, please request they update their records to have payments made payable to Ocwen Loan Servicing, LLC effective February 16, 2013.

Because GMACM is the subject of a bankruptcy proceeding, federal law requires either GMACM or Ocwen to send you this notice not more than 30 days after the effective date of the transfer of the servicing of your loan. In this case, all necessary information is combined in this one notice. Please review the reverse side of this letter for legal disclosures, notices and state requirements. It's our goal to make this transfer as seamless as possible.

Enclosed are your (1) final GMAC Mortgage annual privacy notice and (2) your Ocwen initial privacy notice that becomes effective with the start of your new customer relationship with Ocwen. Please see the Ocwen initial privacy notice for important opt-out elections.

We appreciate the opportunity to serve your home loan needs. If you have questions relating to the transfer of servicing please contact our Transfer Hotline at 1-888-926-3479 weekdays from 8:00 AM to 7:00 PM, Central Time. If you have questions about the general servicing of your loan please call GMACM Customer Care at 800-766-4622, 6:00 a.m. - 10:00 p.m. CT M-F and 8:00 a.m. - 2:00 p.m. Sat.

Sincerely,

Charles R. Hoecker
Sr. Vice President, Customer Care
GMAC Mortgage

Sincerely,

William C. Erbey
President and Chief Executive Officer
Ocwen Loan Servicing, LLC

Enclosure(s)

02-1085-7000(113)

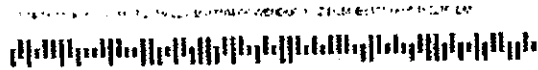
Exhibit

F

Ocwen Loan Servicing, LLC
3451 Hammond Ave
PO Box 780
Waterloo, IA 50704-0780



2/16/2013



PATRICIA HERMAN
1631 ROCK SPRINGS RD # 303
APOPKA FL 32712-2229



RE: Account Number: 0306854835
Property Address: 1204 N FAIRWAY DR
APOPKA FL 32712

Dear PATRICIA HERMAN:

We recently provided a letter advising that the servicing of your account has been transferred to Ocwen Loan Servicing, LLC. As a result of this transfer, Federal law requires that we provide you with the following information.

Ocwen Loan Servicing, LLC is servicing your account on behalf of EVERBANK, which currently owns the interest in your account. As of the date of this letter, the total amount of the debt is \$129,144.04. Interest, late charges, legal costs, fees and other charges may also be included in the total amount of the debt. Please note that because interest, late charges, and other charges may continue to accrue on this account, the total amount owed may be greater than the amount indicated above.

Federal law provides that you have thirty (30) days from the date of this letter to dispute the validity of this debt or any portion thereof. If you DO NOT wish to dispute this debt or any portion thereof within the thirty-day period, we will assume the debt is valid. If you wish to dispute this debt, please notify us in writing within the thirty-day period and we will provide verification of the debt or a copy of the judgment by mail. We will also provide the name and address of the original creditor if a written request is received within the same thirty-day period.

(Continue to next page)



2/16/2013

Account Number 0306854835

Page 2

Please send all written requests to:

Ocwen Loan Servicing, LLC
Attention: Customer Care
3451 Hammond Ave
Waterloo, IA 50704-0780

NOTICE – This is an attempt to collect a debt and any information obtained will be used for that purpose.

Notice Regarding Bankruptcy: If you have filed for bankruptcy and your case is still active or if you have received an order of discharge, please be advised that this is not an attempt to collect a pre-petition or discharged debt. Any action taken by us is for the sole purpose of protecting our lien interest in your property and is not to recover any amounts from you personally. If you have surrendered your property during your bankruptcy case, please disregard this notice.

Note: If you are currently in bankruptcy under Chapter 13, you should continue to make payments in accordance with your Chapter 13 Plan and disregard this notice.

M022

Exhibit

G

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

GMAC Mortgage, LLC, Successor By Merger To
GMAC Mortgage Corporation,

GENERAL JURISDICTION DIVISION

Case No. 2007-CA-010062-O

Plaintiff,

vs.

Errol Estate Property Owner's Association;
Greenbrook Villas at Errol Estates Condominium
Association, Inc.,

Defendants.

**PLAINTIFF'S MOTION TO PLACE CASE ON ACTIVE STATUS, MOTION TO
SUBSTITUTE PARTY PLAINTIFF AND MOTION TO SEVER COUNTERCLAIMS**

Plaintiff, GMAC Mortgage, LLC, Successor By Merger To GMAC Mortgage
Corporation, by and through its undersigned counsel, files its Motion to Place Case on Active
Status, Motion to Substitute Party Plaintiff and Motion to Sever Counterclaims, and in support
thereof states as follows:

1. Plaintiff filed its foreclosure complaint on or about August 20, 2007.
2. The subject case was placed on inactive status by court order entered on August 14, 2014,
as there was an active bankruptcy filed by GMAC Mortgage, LLC. A copy of the Order
Placing Case on Inactive Status is attached hereto as Exhibit "A".
3. The order provided that the case may be re-opened upon motion to the court.
4. The basis for the inactive status has been resolved in that subject note was sold and is
now being serviced by Ocwen Loan Servicing, LLC. Therefore, the bankruptcy filed by
GMAC Mortgage, LLC no longer relates to this foreclosure action.
5. Pursuant to Fla. R. Civ. P. 1.260 (c), Plaintiff requests that Ocwen Loan Servicing, LLC be
substituted as the Plaintiff in this case.

6. A copy of the relevant Assignment of Mortgage into Ocwen Loan Servicing, LLC, which has been recorded in Official Records Book 10700 at Page 4455 of the Public Records of Orange County, Florida, is attached hereto as "Exhibit B."
7. Defendant, Patricia K. Herman, filed 8 Counterclaims against GMAC Mortgage, LLC.
8. Plaintiff seeks to have the Counterclaim issues severed from the mortgage foreclosure, pursuant to Rule 1.270(b), Fla.R.Civ.P., as GMAC Mortgage, LLC is no longer the Plaintiff and no longer services loan on the subject note and mortgage.
9. A trial court's decision to bifurcate claims and issues is reviewed for an abuse of discretion. *See Roseman v. Town Square Ass'n, Inc.*, 810 So. 2d 516, 520 (Fla. 4th DCA 2001) ("the law is well settled that bifurcation is subject to the sound discretion of the trial court.").
10. Because none of Defendant's Counterclaims affect Ocwen Loan Servicing, LLC's ability to foreclose, severance is proper. *See Stone v. Privatbanken*, 580 So. 2d 882 (Fla. 4th DCA 1991) (counterclaims that do not impinge on a foreclosure action may be properly severed and considered after foreclosure action is completed).
11. Plaintiff further directs the court to the Notice of Bankruptcy Status filed by GMAC Mortgage, LLC on October 24, 2016, and highlights the following that was explained in said notice:
 - a. Defendant, Patricia Herman's interest in the property was foreclosed out by Greenbrook Villa's suit and, therefore, Herma's claims against GMAC are not permitted as she is not in the class of persons or entities allowed to assert such claims.

- b. GMAC Mortgage LLC's Chapter 11 Plan provided for an injunction against Defendant, Patricia Herman, from continuing to prosecute against GMAC.
- c. The Bankruptcy Court retains exclusive jurisdiction over all matters arising out or, or related to, the Chapter 11 Case, including the Defendant's Counterclaims.

WHEREFORE, Plaintiff, GMAC Mortgage, LLC, Successor By Merger To GMAC Mortgage Corporation, prays this Court for an order granting the Motion to Place Case on Active Status, Motion to Substitute Party Plaintiff and Motion to Sever Counterclaims, and such other and further relief as this Court deems just and proper.

I HEREBY CERTIFY that a true and correct copy hereof was served electronically or via U.S. Mail on January 4, 2017 to all persons shown on the following service list.

BROCK & SCOTT, PLLC
Attorney for Plaintiff
1501 N.W. 49th Street, Suite 200
Ft. Lauderdale, FL 33309
Phone: (954) 618-6955, ext. 6121
Fax: (954) 618-6954
FLCourtDocs@brockandscott.com

By Lauren Farinas
Lauren Farinas, Esq.
Florida Bar No. 118185

SERVICE LIST

The following persons were served by e-mail:

Errol Estate Property Owner's Association
c/o Christopher Eri, Esq.
157 E. New England Ave., Suite 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Greenbrook Villas at Errol Estates Condominium Association, Inc.
c/o Jennifer L. Davis, Esq.
Clayton & McCulloh
1065 Maitland Center Commons Blvd.
Maitland, FL 32751
jdavis@clayton-mcculloh.com;mfgroup2@clayton-mcculloh.com

Patricia K. Herman, Esq.
1631 Rock Springs, Road, #305
Apopka, FL 32712
lopkhpa@gmail.com

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT,
IN AND FOR ORANGE COUNTY, FLORIDA

CASE NUMBER: 2007-CA-010062-O

DIV 40

GMAC MORTGAGE LLC

Plaintiff(s),

vs.

PATRICIA K HERMAN
UNKNOWN SPOUSE OF
PATRICIA K HERMAN IF ANY
ANY AND ALL UNKNOWN
PARTIES CLAIMING BY
THROUGH UN
ERROL ESTATE PROPERTY
OWNERS ASSOCIATION INC
GREENBROOK VILLAS AT
ERROL ESTATES
CONDOMINIUM ASS
JOHN DOE
JANE DOE

Defendant(s).

ORDER PLACING CASE ON INACTIVE STATUS

This case came before the Court, and the Court directs the Clerk to place the case on INACTIVE status due to:

- ☒ Bankruptcy stay, Case No. 12-12020(mg) [BKST]
☐ Case pending resolution of another case, Case No. _____ [CPRC]
☐ Written agreement of the parties [BWAP]
☐ Appeal pending [AP]
☐ Motion to stay or abate due to Department of Justice/Attorney General settlement [DOJ/AG]

2007-CA-010062-O

Exhibit "A"

☐ Other (a reason must be provided in writing by the presiding judge or designee) [OTH]

The Clerk of Court is therefore directed to remove this case from ACTIVE status, and designate it as an INACTIVE case category based on the reason checked above. The parties must return the case to active status by motion, with notice to all parties, within 30 days of the termination of grounds for inactive status, and seeking an order of court returning it to active status.

DONE AND ORDERED at Orlando, Orange County, Florida on this 14th day of August, 2014.


Margaret H Schreiber
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a copy of the above order was delivered to the below parties on this ____ day of _____, 20____.

Brock & Scott

1501 Nw 49th St Ste 202
Fort Lauderdale Fl 33309

Patricia K Herman, Esquire

1631 Rock Springs Rd # 305
Apopka Fl 32712

Christopher Paul Eri,
Esquire

4250 Alafaya Trl Ste 212-173.
Oviedo Fl 32765

Jeff A Stone, Esquire

Clayton & McCulloh
1065 Maitland Center Commons Blvd
Maitland Fl 32751

Janice Lamboy

Conformed and Mailed
AUG 15 2014
DESIREE GROSS

Prepared by and return to:
Elizabeth Houston
Legal Assistant, Ext. 53019
Phelan Hallinan, PLC
Attorneys for Plaintiff
2727 West Cypress Creek Road
Ft. Lauderdale, FL 33309
Tel: 954-462-7000
Fax: 954-462-7001
Service by email: FL.Service@PhelanHallinan.com
File Number: PH # 11351
Will Call No.:

DOCN 201400583104 B: 10708 P: 4455
02/06/2014 02:59:07 PM Page 1 of 1
Rec Fee: \$10.00
Deed Doc Tax: \$0.00
DOR Admin Fee: \$0.00
Intangible Tax: \$0.00
Mortgage Stamp: \$0.00
Martha O. Haynie, Comptroller
Orange County, FL
SA - Ret To: PHELAN HALLINAN PLC

[Space Above This Line For Recording Data]

Assignment of Mortgage

KNOW ALL MEN BY THESE PRESENTS:

THAT GMAC MORTGAGE, LLC SUCCESSOR BY MERGER TO GMAC MORTGAGE CORPORATION, whose address is c/o Ocwen Loan Servicing, LLC, 1100 VIRGINIA DRIVE, STE 175, FORT WASHINGTON, PA 19034, herein designated as the assignor, does hereby grant, bargain, sell, assign, transfer and set over unto OCWEN LOAN SERVICING, LLC, whose address is c/o Ocwen Loan Servicing, LLC, 1100 VIRGINIA DRIVE, STE 175, FORT WASHINGTON, PA 19034, herein designated as assignee, the mortgage executed by PATRICIA K. HERMAN, A SINGLE PERSON on February 25, 2000 and recorded on March 9, 2000 in ORANGE COUNTY, Florida at Book 5958, Page 1962, encumbering the property more particularly described as follows:

Unit # 1204, Building 4, Greenbrook Villas at Errol Estates I, a Condominium, together with undivided interests in the land, common elements and common expenses appurtenant to said units, all in accordance with and subject to the covenants, conditions, restrictions, terms and other provisions of the Declaration of Condominium of Greenbrook Villas at Errol Estates I, a Condominium, recorded January 19, 1987, in O.R. Book 3854, Page 1905, et. seq., along with subsequent Modification thereof, all in the Public Records of Orange County, Florida.

To Have and to Hold the same unto the said Assignee, its successors and assigns.

In Witness Whereof, the said Assignor has hereunto set his hand or caused these presents to be signed by its proper corporate officers, this 28 day of January, 2014.

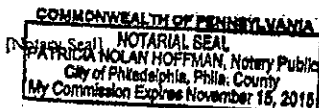
Signed and delivered in our presence:

Darryl Harris
Witness Name: Darryl Harris

Derien Lewis
Witness Name: Derien Lewis

State of Pennsylvania
County of Montgomery

The foregoing instrument was acknowledged before me this 28 day of January, 2014 by Sherrell Feagins, on behalf of the corporation. He/she ☒ is personally known to me or ☐ has produced a Notary Seal as identification.



GMAC MORTGAGE, LLC SUCCESSOR BY
MERGER TO GMAC MORTGAGE CORPORATION

By: Sherrell Feagins
Name: Sherrell Feagins

Title: Authorized Signer
Ocwen Loan Servicing, LLC, Attorney in Fact

Patricia Nolan Hoffman
Notary Public

Printed Name: Patricia Nolan Hoffman

My Commission Expires: 11-15-15

PH # 11351

Exhibit "B"

Exhibit

H

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE AND OSCEOLA
COUNTIES, FLORIDA

OCWEN Loan Servicing;
~~GMAC Mortgage~~
Plaintiff

CIRCUIT CIVIL DIVISION: 40

vs.

Patricia K. Herman, et al.
Defendant

CASE NO.: 2007-CA-010062-0

ORDER PLACING CASE ON ACTIVE STATUS DUE TO:

This case came before the Court, and the Court has been advised that the Plaintiff/Defendant have/has moved to place the case on **ACTIVE** status due to:

- ☒ Plaintiff/defendant stipulates that the bankruptcy stay has been lifted,
Case No. 12-12020 (mg) [BKST LFT]
- ☐ Plaintiff/defendant stipulates that related case has been disposed,
Case No. _____ [CPRC DISP]
- ☐ Written agreement of the parties [BWAP]
- ☐ Plaintiff/defendant stipulates that pending appeal has been disposed [AP DISP]
- ☐ Plaintiff/defendant stipulates that Department of Justice/Attorney General review is complete [DOJ/AG DISP]
- ☐ Other (a reason must be provided in writing by the presiding judge or designee)
[OTH DISP]

FILED IN OPEN COURT 2/14/2017
Clerk, Cir. Ct., Orange Co., FL
By Ro D.C.

The Clerk of Court is therefore directed to remove this case from the **INACTIVE** status, and designate it as an **ACTIVE** case category based on the reason checked above.

DONE and ORDERED in Orange County, Florida, this 14th day of Feb. 2017

[Signature]
Presiding Judge

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA ✓

GMAC MORTGAGE, LLC, SUCCESSOR BY
MERGER TO GMAC MORTGAGE
CORPORATION,
PLAINTIFF,
VS.
PATRICIA K. HERMAN; ET AL
DEFENDANTS.

GENERAL JURISDICTION DIVISION
CASE NO. 2007-CA-010062-O

FILED IN OPEN COURT 2/14/2017
Clerk, Cir. Ct., Orange Co., FL
By PLD D.C.

**ORDER ON PLAINTIFF'S MOTION TO PLACE CASE ON ACTIVE STATUS,
MOTION TO SUBSTITUTE PARTY PLAINTIFF AND MOTION TO SEVER
COUNTERCLAIMS**

THIS CAUSE having come before the Court on PLAINTIFF'S MOTION TO PLACE
CASE ON ACTIVE STATUS, MOTION TO SUBSTITUTE PARTY PLAINTIFF AND
MOTION TO SEVER COUNTERCLAIMS, and the Court having heard argument of parties,
having reviewed the file and the Court being otherwise duly advised, it is thereupon,

ORDERED AND ADJUDGED:

1. PLAINTIFF'S MOTION TO PLACE CASE ON ACTIVE STATUS is hereby
GRANTED.
2. PLAINTIFF'S MOTION TO SUBSTITUTE PARTY PLAINTIFF is hereby
GRANTED.
3. PLAINTIFF'S MOTION TO SEVER COUNTERCLAIMS is hereby GRANTED.
4. Defendant may go forward on the
counterclaim.

DONE AND ORDERED in Chambers at Orange County, Florida, this 14TH day of
February, 2017.

By: 
CIRCUIT JUDGE

copies furnished to:

SERVICE LIST

for →
address {
Lauren Farinas Esq.
Brock & Scott, PLLC
Attorney for Plaintiff
1501 N.W. 49th Street, Suite 200
Ft. Lauderdale, FL 33309
FLCourtDocs@brockandscott.com

Errol Estate Property Owner's Association
c/o Christopher Eri, Esq.
157 E. New England Ave., Suite 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Patricia K. Herman
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, Suite 305
Apopka, FL 32712
service2lopkhpa@gmail.com

Greenbrook Villas at Errol Estates Condominium Association, Inc.
c/o Jennifer L. Davis, Esq.
Clayton & McCulloh, 1065 Maitland Center Commons Blvd.
Maitland, FL 32751
jdavis@clayton-mcculloh.com
mfgroup2@clayton-mcculloh.com

Raquel M. Fox
3350 US Hwy 441-27
Fruitland Park, FL 34731

Sheeler Road Animal Hospital, Inc.
c/o Wayne A. Lundberg, Registered Agent
547 Sheller Avenue
Apopka, FL 32703

Michelle L. Bryan
1739 Dogwood Hill Drive
Denver, NC 28037

Wayne A. Lundberg
3350 US Hwy 441-27
Fruitland Park, FL 34731

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

Ocwen Loan Servicing, LLC,

GENERAL JURISDICTION DIVISION

Plaintiff,

Case No. 2007-CA-010062-O

vs.

Patricia K. Herman, et al.,

Defendants.

**NOTICE OF CHANGE OF ATTORNEY OF RECORD AND DIRECTIONS TO CLERK TO
UPDATE ATTORNEY INFORMATION**

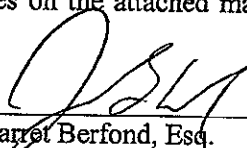
Please be advised that while the law firm of Brock & Scott, PLLC is still the law firm representing the Plaintiff, Ocwen Loan Servicing, LLC, Attorney Jarret Berfond is now counsel of record.

DESIGNATION OF PRIMARY E-MAIL ADDRESS

In accordance with Fla. R. Jud. Admin. 2.516(b)(1)(A), the undersigned attorney for the Plaintiff hereby designates FLCourtDocs@brockandscott.com as their primary e-mail address.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of Notice of Change of Attorney was sent via U.S. Mail or as otherwise indicated to the parties on the attached mailing list on this 28 day of April 2017.


Jarret Berfond, Esq.

Fla Bar #: 28816

BROCK & SCOTT, PLLC

Attorney for Plaintiff

1501 N.W. 49th Street, Suite 200

Ft. Lauderdale, FL 33309

Phone: (954) 618-6955

Fax: (954) 618-6954



CERTIFICATE OF SERVICE

The following persons were served by e-mail or U.S. Mail:

Errol Estate Property Owner's Association
c/o Christopher Eri, Esq., 157 E. New England Ave., Suite 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Patricia K. Herman
Law Office of Patricia K. Herman, P.A., 1631 Rock Springs Road, Suite 305
Apopka, FL 32712
service2lopkhpa@gmail.com

Greenbrook Villas at Errol Estates Condominium Association, Inc.
c/o Jennifer L. Davis, Esq., Clayton & McCulloh, 1065 Maitland Center Commons Blvd.
Maitland, FL 32751
jdavis@clayton-mcculloh.com;mfgroup2@clayton-mcculloh.com

Michelle L. Bryan
1739 Dogwood Hill Drive
Denver, NC 28037

Raquel M. Fox
3350 US Hwy 441-27
Fruitland Park, FL 34731

Sheeler Road Animal Hospital, Inc.
c/o Wayne A. Lundberg, Registered Agent, 547 Sheller Avenue
Apopka, FL 32703

Wayne A. Lundberg
3350 US Hwy 441-27
Fruitland Park, FL 34731

Exhibit

I

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

OCWEN LOAN SERVICING, LLC
PLAINTIFF,
VS.
PATRICIA K. HERMAN; ET AL.
DEFENDANTS.

GENERAL JURISDICTION DIVISION
CASE NO. 2007-CA-010062-O


NOTICE OF READINESS FOR FORECLOSURE TRIAL

Plaintiff, OCWEN LOAN SERVICING, LLC, by and through its undersigned counsel,
and hereby files this Notice of Readiness for Trial to advise the Court that the instant matter is at
issue and ready to be set for trial. Plaintiff estimates that a non-jury trial on the original action
will take one (1) hour of the court's trial docket.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Notice of Readiness for
Trial was sent electronically or via U.S. Mail, on this 1 day of May, 2017
to all parties in the attached service list.

BROCK & SCOTT, PLLC
Attorney for Plaintiff
1501 N.W. 49th Street, Suite 200
Ft. Lauderdale, FL 33309
Phone: (954) 618-6955, ext. 6121
Fax: (954) 618-6954
FLCourtDocs@brockandscott.com

By 
Jarret Berfond, Esq.
Florida Bar No. 28816



SERVICE LIST

Errol Estate Property Owner's Association
c/o Christopher Eri, Esq.
157 E. New England Ave., Suite 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Patricia K. Herman
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, Suite 305
Apopka, FL 32712
service2lopkhpa@gmail.com

Greenbrook Villas at Errol Estates Condominium Association, Inc.
c/o Jennifer L. Davis, Esq.
Clayton & McCulloh, 1065 Maitland Center Commons Blvd.
Maitland, FL 32751
jdavis@clayton-mcculloh.com
mfgroup2@clayton-mcculloh.com

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3350 US Hwy 441-27
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Michelle L. Bryan
1739 Dogwood Hill Drive
Denver, NC 28037

Wayne A. Lundberg
3350 US Hwy 441-27
Fruitland Park, FL 34731

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NUMBER: 2007-CA-010062-O

OCWEN LOAN SERVICING
LLC

Plaintiff(s),

vs.


PATRICIA K HERMAN, et al.

Defendant(s).

ORDER SETTING NON-JURY TRIAL

YOU ARE HEREBY NOTIFIED that a **NON-JURY TRIAL** in the above cause will be heard before Judge Bob LeBlanc on **July 19, 2017 at 2:30 p.m. (1 hour reserved) in Hearing Room 2000.02** at 425 N. Orange Avenue, Orlando, Florida 32801 or as soon thereafter as it can be reached. Plaintiff/Counter-Plaintiff's failure to appear shall result in dismissal of the case.

DONE AND ORDERED on this 10 day of May, 20 17.

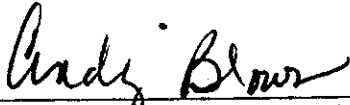


Bob LeBlanc
Circuit Judge

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that the foregoing was filed with the Clerk of the Court this 11
day of May, 2017 by using the Florida Courts E-Filing Portal System.

Accordingly, a copy of the foregoing is being served on this day to all attorney(s)/interested parties identified on the ePortal Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System and by U.S. mail to the attached service list.



Cindy Brown, Judicial Assistant to Judge Bob LeBlanc

If you are a person with a disability who needs any accommodation in order to participate in this proceeding, you are entitled, at no cost to you, to the provision of certain assistance. Please contact the ADA Coordinator, Human Resources, Orange County Courthouse, 425 N. Orange Avenue, Suite 510, Orlando, Florida, (407) 836-2303, at least 7 days before your scheduled court appearance, or immediately upon receiving this notification if the time before the scheduled appearance is less than 7 days; if you are hearing or voice impaired, call 711.

SERVICE LIST

File # 14-F01214

1204 North Fairway Drive, Apopka, FL 32712

Brock and Scott, PLLC
Attorneys for Plaintiff
1501 NW 49th Street, Suite 200
Fort Lauderdale, FL 33309
FLCourtDocs@brockandscott.com

Errol Estate Property Owner's Association
c/o Christopher Eri, Esq.
157 E. New England Ave., Suite 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Patricia K. Herman
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, Suite 305
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Denver, NC 28037

Wayne A. Lundberg
3350 US Hwy 441-27
Fruitland Park, FL 34731

EXHIBIT "A" – for FORECLOSURE NON-JURY TRIALS

**Guidelines for Division 40 Controlling Trial and Exhibit Testimony
Judge Bob LeBlanc**

This matter shall control all Non-Jury Foreclosure trials unless in conflict with a Case Management Order entered on the specific case.

The ATTORNEY/PRO SE WORKSHEET (attached) shall be completed in full by each side, be signed and dated by each, and returned to the Court and filed with the clerk of court within ten (10) days of receipt of same. A copy should be provided to opposing counsel or party.

A. REFERRAL TO MEDIATION; DEADLINE.

- (1) If this matter has not been previously mediated, the matter must be mediated no later than two weeks prior to the trial date. Plaintiff shall have the responsibility for setting the mediation. If costs are incurred they shall be shared equally between the plaintiff and defendant.
- (2) Any party may move to defer or dispense with mediation upon good cause shown. However, mediation shall proceed unless a Court order specifically dispenses with mediation.
- (3) All parties and their counsel or authorized representative, with the authority to resolve this matter must appear in person. Telephone or video appearances are not permitted.

B. DISCOVERY PROVISIONS:

- (1) All discovery must be completed no later than one week prior to the trial in this matter.
- (2) Sanctions will be imposed for failure to comply with the *Florida Rules of Civil Procedure* and the *Administrative Rules of the Ninth Judicial Circuit*.
- (3) The filing of motions that are not set for immediate hearing and heard will not toll the compliance with a requirement.
- (4) "Compliance" with discovery and with the "Rules" means complete compliance. Failure to comply fully will constitute non-compliance.

C. EXCHANGE OF WITNESS LISTS AND EVIDENCE SCHEDULES.

No later than twenty (20) days before the trial, attorneys and *pro se* parties shall serve upon each other (but not file) the following:

- (1) **LIST OF ALL WITNESSES** (including known impeachment and rebuttal witnesses) which the party might call at trial. The list shall contain the name, address and telephone number of the witness and whether the witness is a liability or damage witness. Additionally, expert witnesses shall be designated as such.

(2) **SCHEDULE OF ALL EXHIBITS** which a party may offer at trial numbered sequentially. The schedules will include all depositions to be offered in evidence at trial.

D. REQUIREMENTS PRIOR TO TRIAL.

(a) **MEETING OF ATTORNEYS, AND PRO SE PARTIES.** No later than ten (10) working days prior to the trial, counsel who will try the case, and *pro se* parties, if any, shall meet. Attendance at this meeting is mandatory. Plaintiff's attorney (or if plaintiff is *pro se*, defendant's attorney) shall arrange a mutually agreeable time, date and place for this meeting.

At the meeting the attorneys, and *pro se* parties shall:

1. Discuss and attempt to settle the case.
2. Produce, examine, and INITIAL every evidentiary exhibit intended to be offered at trial; agree upon those which can be admitted as joint exhibits, those which can be admitted without objection, and identify those to which objection will be made and the grounds of each objection, and note this on a separate copy of each party's exhibit schedule. Objections not reserved or grounds not noted on such separate schedule will be deemed waived at trial. Agreements and objections will be filed with the Court no later than one week before the trial.
3. Review the witness lists and in good faith note on a separate copy which witnesses and depositions will actually be used at trial.
4. Discuss and stipulate as to those facts which will require no proof at trial.
5. Discuss, clarify and frame all factual issues of fact to be tried.
6. Identify all issues of law, procedure or evidence to be decided by the Court prior to or during trial.
7. Discuss and attempt to agree upon any other matters which will lead to a more orderly and expeditious trial, e.g., copies in lieu of originals, witnesses out of turn, which portions and how depositions will be presented, etc.

E. The following documents: *Division 40 Guidelines and Procedures*; and the *Ninth Judicial Circuit Courtroom Decorum Policy* are located at <http://ninthcircuit.org/about/judges/circuit/bob-leblanc>. It is further ordered that all counsel are charged with reading and being familiar with the contents thereof and complying therewith.

F. EXPECTATIONS: All counsel and *pro se* litigants are expected to be prepared and ready for trial when the matter is called for trial. Witnesses must be present and under subpoena. Failure of a party to appear at trial and to be prepared for trial may result in either a dismissal of the action or a default being entered by the Court.

IN THE CIRCUIT COURT OF THE
NINTH JUDICIAL CIRCUIT, IN AND
FOR ORANGE COUNTY, FLORIDA

CASE NO.
CIVIL DIVISION 40

Plaintiff,

vs.

Defendant.

Attorney Worksheet for Foreclosure Trial Division 40
Plaintiff/Defendant/HOA Worksheet (Circle one)

Plaintiff's counsel	Defendant or Defense counsel	HOA Counsel
_____	_____	_____
_____	_____	_____

Estimated number of hours to try case: Pltf _____ Deft _____ HOA _____

Names of witnesses to be called and interest in case:

Plaintiff	Defendant	HOA
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

Original Mortgage is: Filed Lost _____

Original Note is: Filed Lost _____

Assignments/_____ Filed Lost _____

_____ All exhibits must be marked before the day of trial and exchanged with
opposing counsel or *pro se* litigant. Exhibit tags may be obtained from the Trial Clerk.

Court Reporter will be ordered by: Plaintiff Defense HOA None

Chain of Holder of Mortgage/Note:

1- _____	Date of transfer _____
2- _____	Date of Transfer _____
3- _____	Date of Transfer _____
4- _____	Date of Transfer _____

Trial should not be set before _____ Reason: _____

Date Completed

Name of Party (please print)

Signature of Party

I HEREBY CERTIFY that the foregoing was filed with the Clerk of the Court this ____ day of _____, 2015 by using the Florida Courts E-Filing Portal System. Accordingly, a copy of the foregoing is being served on this day to all attorney(s)/interested parties identified on the ePortal Electronic Service List, via transmission of Notices of Electronic Filing generated by the ePortal System to:

I HERBY CERTIFY that a copy of the foregoing was furnished on this ____ day of _____, 2015 by U.S. Mail to:

Signature of Party

Exhibit

J

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

PATRICIA HERMAN
Counter-Plaintiff,
VS.

GENERAL JURISDICTION DIVISION
CASE NO. 2007-CA-010062-O

OCWEN LOAN SERVICING, LLC.
Counter-Defendant.

COUNTER-DEFENDANT'S REQUEST TO PRODUCE TRIAL EXHIBITS TO
COUNTER-PLAINTIFF

Counter-Defendant, **OCWEN LOAN SERVICING, LLC** through its undersigned counsel, hereby request that Counter-Plaintiff, **PATRICIA HERMAN** produce and permit inspection and copying of the documents listed below, pursuant to FRCP Rule 1.350

The document to be Produced: **Trial Exhibits**

I HEREBY CERTIFY that a true and correct copy hereof was served electronically or via U.S. Mail on July 5th, 2017 to all persons shown on the following service list.

BROCK & SCOTT, PLLC
Attorney for Counter-Defendant
1501 N.W. 49th Street, Suite 200
Ft. Lauderdale, FL 33309
Phone: (954) 618-6955, ext. 6121
Fax: (954) 618-6954
FLCourtDocs@brockandscott.com

By 
Jarret Berfond, Esq.
Florida Bar No. 28816

SERVICE LIST

Patricia K. Herman, Esq.
Law Office of Patricia K. Herman, P.A.
1631 Rock Springs Road, #305
Apopka, FL 32712-2229
lopkhpa@gmail.com

Exhibit

K

IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR ORANGE COUNTY, FLORIDA

OCWEN LOAN SERVICING, LLC,
PLAINTIFF,

GENERAL JURISDICTION DIVISION

VS.

Case No. 2007-CA-010062-O

PATRICIA K. HERMAN; UNKNOWN SPOUSE OF
PATRICK K. HERMAN, IF ANY; ANY AND ALL
UNKNOWN PARTIES CLAIMING BY, THROUGH,
UNDER, AND AGAINST THE HEREIN NAMED
INDIVIDUAL DEFENDANT(S) WHO ARE NOT
KNOW TO BE DEAD OR ALIVE, WHETHER SAID
UNKNOWN PARTIES MAY CLAIM AN INTEREST
AS SPOUSES, HEIRS, DEVISEES, GRANTEES OR
OTHER CLAIMANTS; ERROL ESTATE PROPERTY
OWNER'S ASSOCIATION, INC; GREENBROOK
VILLAS AT ERROL ESTATES CONDOMINIUM
ASSOCIATION, INC; JOHN DOE AND JANE DOE AS
UNKNOWN TENANTS IN POSSESSION,
DEFENDANTS.

FILED IN OPEN COURT 7/19/2017
Clerk, Cir. Ct., Orange Co., FL
By [Signature] D.C.

FINAL JUDGMENT

THIS ACTION was tried before the Court on July 19, 2017. On the evidence presented

IT IS ADJUDGED that:

1. Plaintiff, Ocwen Loan Servicing, LLC, 1661 Worthington Road, Suite 100, West Palm Beach, Florida 33409, is due:

Principal		\$77,986.02
Interest from 2/1/07 to 7/1/17		\$67,233.24
Title Search		\$400.00
Prior Servicer Escrow		\$5,307.06
Escrow Refunds		\$82.71
Tax Disbursements 2014		\$1,066.42
Tax Disbursements 2015		\$1,140.16
Tax Disbursements 2016		\$1,146.02
Property Maintenance		\$3,329.58
Property Preservation		\$310.00
Property Inspections		\$1,192.29
Property Appraisals		\$1,634.25

Attorneys' fees		
Flat Fee	\$250.00	
Hourly Fees	\$1,555.50	
Finding as to reasonable number of attorney hours: 6.8		
Finding as to reasonable attorney hourly rate: \$215.00		
Finding as to reasonable number of paralegal hours: 1.1		
Finding as to reasonable paralegal hourly rate: \$85.00		
Additional Flat Fee		
Case Management Conference- 6/27/14 & 7/31/14	\$1,000.00	
Case Management Conference- 9/23/16	\$500.00	
Attorneys' fees total		\$1,805.00
Subtotal		\$162,632.75
LESS: Suspense Balance		(\$1.89)
LESS: Escrow Payments		(\$5.15)
TOTAL		\$162,625.71

2. The grand total amount referenced in Paragraph 1 shall bear interest from this date forward at the prevailing legal rate of interest in accordance with Section 55.03, Florida Statutes.

3. Plaintiff holds a lien for the total sum superior to all claims or estates of defendants, on the following described property in Orange County, Florida:

UNIT # 1204, BUILDING 4, GREENBROOK VILLAS AT ERROL ESTATES I, A CONDOMINIUM, TOGETHER WITH UNDIVIDED INTERESTS IN THE LAND, COMMON ELEMENTS AND COMMON EXPENSES APPURTENANT TO SAID UNITS, C111 IN ACCORDANCE WITH AND SUBJECT TO THE COVENANTS, CONDITIONS, RESTRICTIONS, TERMS AND OTHER PROVISIONS OF THE DECLARATION OF CONDOMINIUM OF GREENBROOK VILLAS AT ERROL ESTATES I, A CONDOMINIUM, RECORDED JANUARY 19, 1987, IN O.R. BOOK 3854, PAGE 1905, ET. SEQ., ALONG WITH SUBSEQUENT MODIFICATION THEREOF, ALL IN THE PUBLIC RECORDS OF ORANGE COUNTY, FLORIDA.

4. If the total sum with interest at the rate described in paragraph 1 and all costs accrued subsequent to this judgment are not paid, the clerk of this court shall sell the property at public sale on OCT. 19, 2017, to the highest bidder for cash, except as prescribed in paragraph 4, at the courthouse located at 425 North Orange Avenue in Orange County in Orlando, Florida, in accordance with section 45.031, Florida Statutes, using the following method (CHECK ONE):

☐ At _____, beginning at _____ on the prescribed date.

☒ By electronic sale beginning at 11:00 on the prescribed date at www.myorangeclerk.realforeclose.com.

5. Plaintiff shall advance all subsequent costs of this action and shall be reimbursed for them by the clerk if plaintiff is not the purchaser of the property for sale, provided, however, that the purchaser of the property for sale shall be responsible for the documentary stamps payable on the certificate of title. If plaintiff is the purchaser, the clerk shall credit plaintiff's bid with the total sum with interest and costs accruing subsequent to this judgment, or such part of it, as is necessary to pay the bid in full.

6. On filing the certificate of title the clerk shall distribute the proceeds of the sale, so far as they are sufficient, by paying: first, all of plaintiff's costs; second, documentary stamps affixed to the certificate; third, plaintiff's attorneys' fees; fourth, the total sum due to plaintiff, less the items paid, plus interest at the rate prescribed in paragraph 1 from this date to the date of the sale; and by retaining any remaining amount pending the further order of this court.

7. On filing the certificate of sale, defendants and all persons claiming under or against defendants since the filing of the notice of lis pendens shall be foreclosed of all estate or claim in the property, except as to claims or rights under chapter 718 or chapter 720, Florida Statutes, if any. Upon the filing of the certificate of title, the person named on the certificate of title shall be let into possession of the property.

8. Jurisdiction of this action is retained to enter further orders that are necessary or are proper including, but not limited to re-foreclosure against any subordinate interest omitted from these proceedings, determining the amounts owed to any condominium or homeowners association, issuance of a writ of possession and the entry of a deficiency judgment, when and if such deficiency is sought if the parties liable under the note have not been discharged in bankruptcy (however no deficiency may be sought if the parties liable under the note were subject to an order allowing Plaintiff or its predecessors-in-interest only in rem relief from the bankruptcy automatic stay).

IF THIS PROPERTY IS SOLD AT PUBLIC AUCTION, THERE MAY BE ADDITIONAL MONEY FROM THE SALE AFTER PAYMENT OF PERSONS WHO ARE ENTITLED TO BE PAID FROM THE SALE PROCEEDS PURSUANT TO THE FINAL JUDGMENT.

IF YOU ARE A SUBORDINATE LIENHOLDER CLAIMING A RIGHT TO FUNDS REMAINING AFTER THE SALE, YOU MUST FILE A CLAIM WITH THE CLERK NO LATER THAN 60 DAYS AFTER THE SALE. IF YOU FAIL TO FILE A CLAIM, YOU WILL NOT BE ENTITLED TO ANY REMAINING FUNDS.

ORDERED at Orlando, Florida, on

July 19, 2017

R. H. Bole
Circuit Court Judge


I HEREBY CERTIFY that a true and correct copy hereof was served electronically or via U.S. Mail on July 19, 2017, 2017 to all persons shown on the following service list.

Copies furnished:

Nazish Zaheer, Esq.
Attorney for Plaintiff
1501 Northwest 49th Street, Suite 200
Fort Lauderdale, FL 33309

Errol Estate Property Owner's Association
c/o Christopher Eri, Esq.
157 E. New England Ave., Suite 340
Winter Park, FL 32789
ceri@thehoalawyer.com

Greenbrook Villas at Errol Estates Condominium Association, Inc.
c/o Jennifer L. Davis, Esq.
Clayton & McCulloh, 1065 Maitland Center Commons Blvd.
Maitland, FL 32751
jdavis@clayton-mcculloh.com;mfgroup2@clayton-mcculloh.com


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Exhibit

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IN THE CIRCUIT COURT OF THE NINTH JUDICIAL CIRCUIT
IN AND FOR
ORANGE COUNTY, FLORIDA

PATRICIA K. HERMAN,

Counter Plaintiff,

CASE NO: 48-2007-CA-010062

vs.

OCWEN LOAN SERVICING, LLC,

Counter Defendant.

**ORDER GRANTING COUNTER PLAINTIFF'S MOTION FOR ORDER
DIRECTING CLERK TO CHANGE CASE STYLE**

THIS CAUSE came before this Honorable Court on the 19th day of July, 2017, on the Counter Plaintiff's ore tenus *Motion for Order Directing Clerk to Change Case Style*, and after hearing arguments, reviewing the pleadings in the Court file, and/or otherwise being fully advised in the premises, this Honorable Court finds as follows:

- A. On or about February 14, 2017, OCWEN LOAN SERVICING, LLC was substituted into this action as Party Plaintiff for GMAC MORTGAGE, LLC SUCCESSOR BY MERGER TO GMAC MORTGAGE CORPORATION;
- B. OCWEN LOAN SERVICING, LLC has no objection to the amendment of the case style in this action;

it is therefore:

ORDERED AND ADJUDGED as follows:

1. The Counter Plaintiff's *Motion for Order Directing Clerk to Change Case Style* is hereby **GRANTED**.
2. The new caption for this case shall reflect the remaining active

counterclaim:

PATRICIA K. HERMAN,

Counter Plaintiff,

vs.

OCWEN LOAN SERVICING, LLC,

Counter Defendant.

_____ /.


ORDERED at Orlando, Orange County, Florida on this 31 day of July, 2017.



THE HONORABLE JUDGE BOB LEBLANC
Circuit Court Judge

CERTIFICATE OF SERVICE

I **HEREBY CERTIFY** that a true and correct copy of the foregoing Order Granting the Counter Plaintiff's *Motion for Order Directing Clerk to Change Case Style* will be furnished this 31 day of July 2017, via Florida E-Portal to all parties of record.



Judicial Assistant/Attorney